

SOLICITATION/AWARD OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF							
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. CONTACT INFORMATION		8. OFFER DUE DATE/ LOCAL TIME					
9. ISSUED BY CODE 				10. SOCIO-ECONOMIC STATUS <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> NO <input type="checkbox"/> YES NAICS: ETHNICITY: </div> <div> <input type="checkbox"/> SDB <input type="checkbox"/> MWOB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS </div> </div>									
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. SUB-CONTRACTING PERMITTED/APPROVED			13b. N/A 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> RFI <input type="checkbox"/> RFP Best Value <input type="checkbox"/> RFP Price only						
15. DELIVER TO CODE 				16. ADMINISTERED BY CODE 									
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE 				18a. PAYMENT WILL BE MADE BY CODE 									
TELEPHONE NO. <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QTY	22. UNIT	23. UNIT PRICE		24. AMOUNT			
		(Use Reverse and/or Attach Additional Sheets as Necessary)											
25. N/A						26. TOTAL AWARD AMOUNT (For Govt. Use Only)							
27a. SOLICITATION INCLUDES ATTACHMENTS <input type="checkbox"/> YES <input type="checkbox"/> NO 27b. AWARD INCLUDES ATTACHMENTS <input type="checkbox"/> YES <input type="checkbox"/> NO										<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. FEDERAL DEPOSIT INSURANCE CORPORATION (SIGNATURE OF CO)							
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)				31c. DATE SIGNED			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QTY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (<i>Location</i>)	
41c. DATE	42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices/Costs

Attachments for this section start after this page.

PRICE SCHEDULE									
Item #	Purchase Category	Purchase Type	Description	Manufacturer	Part #	Qty.	Period of Performance	Unit Cost	Total Cost
TOR SW PROD DATA									
1	HARDWARE	GOODS	Nexus 9300 with 48p 10/25G SFP+ and 12p	Cisco	N9K-C93240YC-FX2	10	One year from award date		
2	SERVICES	SUPPORT	CMB SVC 8X5XNBD NCDT Nexus 9300 with 48p 10/25G SFP+ and 12p (36 Month Term)	Cisco	CON-NCDT-N93YCFX2	10	three years from award		
3	HARDWARE	GOODS	Dummy PID for mode selection	Cisco	MODE-NXOS	10	One year from award date		
4	HARDWARE	GOODS	Dummy PID for Airflow Selection Port-side Exhaust	Cisco	NXK-AF-PE	10	One year from award date		
5	HARDWARE	GOODS	Nexus 9300 9500 9800 NX-OS SW 10.4.2 (64bit) Cisco Silicon	Cisco	NXOS-CS-10.4.2F	10	One year from award date		
6	HARDWARE	GOODS	Nexus 3K/9K Fixed Accessory Kit 1RU front and rear removal	Cisco	NXK-ACC-KIT-1RU	10	One year from award date		
7	HARDWARE	GOODS	Airflow Extension Sleeve-extend 0.8RU	Cisco	NXA-AIRFLOW-SLV3	10	One year from award date		
8	HARDWARE	GOODS	Additional memory of 8GB - Nexus Switch	Cisco	NXK-MEM-8GB	10	One year from award date		
9	HARDWARE	GOODS	Nexus AC 750W PSU - Port Side Exhaust	Cisco	NXA-PAC-750W-PE	20	One year from award date		
10	HARDWARE	GOODS	Nexus 2K/3K/9K Single Fan 35CFM port side exhaust airflow	Cisco	NXA-FAN-35CFM-PE	50	One year from award date		
11	HARDWARE	GOODS	Info PID for Smart Licensing using Policy for N9K	Cisco	NXOS-SLP-INFO-9K	10	One year from award date		
12	SOFTWARE	GOODS	DCN Advantage Term N9300 XF, 3Y	Cisco	C1A1TN9300XF-3Y	10	three years from award		
13	SERVICES	SUPPORT	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	Cisco	SVS-B-N9K-ADV-XF	10	One year from award date		
14	HARDWARE	GOODS	Power Cord Jumper C13-C14 Connectors 2 Meter Length	Cisco	CAB-C13-C14-2M	20	One year from award date		
15	HARDWARE	GOODS	1000BASE-T SFP TAA Compliant.	Cisco	GLC-TE++	120	One year from award date		
16	HARDWARE	GOODS	10GBASE-T SFP+ transceiver module	Cisco	SFP-10G-T-X=	40	One year from award date		
17	HARDWARE	GOODS	10GBASE-SR SFP Module	Cisco	SFP-10G-SR++=	300	One year from award date		
18	HARDWARE	GOODS	25GBASE-SR SFP Module	Cisco	SFP-25G-SR-S=	100	One year from award date		
19	HARDWARE	GOODS	40GBASE-SR4 QSFP Tmscvr Module	Cisco	QSFP-40G-SR4-S=	100	One year from award date		
20	HARDWARE	GOODS	100GBASE SR4 QSFP Transceiver, MPO, 100m	Cisco	QSFP-100G-SR4-S=	100	One year from award date		
21	HARDWARE	GOODS	100GBASE SR4 QSFP Transceiver, MPO, 100m	Cisco	QSFP-100G-SR4-S=	20	One year from award date		
Total:									
TOR SW DMZ DATA									
22	HARDWARE	GOODS	Nexus 9300 with 48p 10/25G SFP+ and 12p	Cisco	N9K-C93240YC-FX2	8	One year from award date		
23	SERVICES	SUPPORT	CMB SVC 8X5XNBD NCDT Nexus 9300 with 48p 10/25G SFP+ and 12p (36 Month Term)	Cisco	CON-NCDT-N93YCFX2	8	three years from award		
24	HARDWARE	GOODS	Dummy PID for mode selection	Cisco	MODE-NXOS	8	One year from award date		
25	HARDWARE	GOODS	Dummy PID for Airflow Selection Port-side Exhaust	Cisco	NXK-AF-PE	8	One year from award date		
26	HARDWARE	GOODS	Nexus 9300 9500 9800 NX-OS SW 10.4.2 (64bit) Cisco Silicon	Cisco	NXOS-CS-10.4.2F	8	One year from award date		
27	HARDWARE	GOODS	Nexus 3K/9K Fixed Accessory Kit 1RU front and rear removal	Cisco	NXK-ACC-KIT-1RU	8	One year from award date		
28	HARDWARE	GOODS	Airflow Extension Sleeve-extend 0.8RU	Cisco	NXA-AIRFLOW-SLV3	8	One year from award date		
29	HARDWARE	GOODS	Additional memory of 8GB - Nexus Switch	Cisco	NXK-MEM-8GB	8	One year from award date		
30	HARDWARE	GOODS	Nexus AC 750W PSU - Port Side Exhaust	Cisco	NXA-PAC-750W-PE	16	One year from award date		
31	HARDWARE	GOODS	Nexus 2K/3K/9K Single Fan 35CFM port side exhaust airflow	Cisco	NXA-FAN-35CFM-PE	40	One year from award date		
32	HARDWARE	GOODS	Info PID for Smart Licensing using Policy for N9K	Cisco	NXOS-SLP-INFO-9K	8	One year from award date		
33	SOFTWARE	GOODS	DCN Advantage Term N9300 XF, 3Y	Cisco	C1A1TN9300XF-3Y	8	three years from award		
34	SERVICES	SUPPORT	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	Cisco	SVS-B-N9K-ADV-XF	8	One year from award date		
35	HARDWARE	GOODS	Power Cord Jumper C13-C14 Connectors 2 Meter Length	Cisco	CAB-C13-C14-2M	16	One year from award date		
36	HARDWARE	GOODS	Nexus 9300 with 48p 10/25G SFP+ and 12p	Cisco	N9K-C93240YC-FX2	2	One year from award date		
37	SERVICES	SUPPORT	CMB SVC 8X5XNBD NCDT Nexus 9300 with 48p 10/25G SFP+ and 12p (36 Month Term)	Cisco	CON-NCDT-N93YCFX2	2	three years from award		
38	HARDWARE	GOODS	Dummy PID for mode selection	Cisco	MODE-NXOS	2	One year from award date		
39	HARDWARE	GOODS	Dummy PID for Airflow Selection Port-side Intake	Cisco	NXK-AF-PI	2	One year from award date		
40	HARDWARE	GOODS	Nexus 9300 9500 9800 NX-OS SW 10.4.2 (64bit) Cisco Silicon	Cisco	NXOS-CS-10.4.2F	2	One year from award date		
41	HARDWARE	GOODS	Nexus 3K/9K Fixed Accessory Kit 1RU front and rear removal	Cisco	NXK-ACC-KIT-1RU	2	One year from award date		
42	HARDWARE	GOODS	Airflow Extension Sleeve-extend 0.8RU	Cisco	NXA-AIRFLOW-SLV3	2	One year from award date		
43	HARDWARE	GOODS	Additional memory of 8GB - Nexus Switch	Cisco	NXK-MEM-8GB	2	One year from award date		
44	HARDWARE	GOODS	Nexus AC 750W PSU - Port Side Intake	Cisco	NXA-PAC-750W-PI	4	One year from award date		
45	HARDWARE	GOODS	Nexus Fan 35CFM port side intake airflow	Cisco	NXA-FAN-35CFM-PI	10	One year from award date		
46	HARDWARE	GOODS	Info PID for Smart Licensing using Policy for N9K	Cisco	NXOS-SLP-INFO-9K	2	One year from award date		
47	SOFTWARE	GOODS	DCN Advantage Term N9300 XF, 3Y	Cisco	C1A1TN9300XF-3Y	2	three years from award		
48	SERVICES	SUPPORT	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	Cisco	SVS-B-N9K-ADV-XF	2	One year from award date		
49	HARDWARE	GOODS	Power Cord Jumper C13-C14 Connectors 2 Meter Length	Cisco	CAB-C13-C14-2M	4	One year from award date		
50	HARDWARE	GOODS	1000BASE-T SFP TAA Compliant.	Cisco	GLC-TE++	120	One year from award date		
51	HARDWARE	GOODS	10GBASE-T SFP+ transceiver module	Cisco	SFP-10G-T-X=	40	One year from award date		
52	HARDWARE	GOODS	10GBASE-SR SFP Module	Cisco	SFP-10G-SR++=	280	One year from award date		
53	HARDWARE	GOODS	25GBASE-SR SFP Module	Cisco	SFP-25G-SR-S=	100	One year from award date		
54	HARDWARE	GOODS	40GBASE-SR4 QSFP Tmscvr Module	Cisco	QSFP-40G-SR4-S=	100	One year from award date		
55	HARDWARE	GOODS	100GBASE SR4 QSFP Transceiver, MPO, 100m	Cisco	QSFP-100G-SR4-S=	100	One year from award date		
56	HARDWARE	GOODS	100GBASE SR4 QSFP Transceiver, MPO, 100m	Cisco	QSFP-100G-SR4-S=	20	One year from award date		
Total:									
PROD AGGR									
57	HARDWARE	GOODS	Nexus 9K ACI & NX-OS Leaf/Spine, 64p 40	Cisco	N9K-C9364C-GX	4	One year from award date		
58	SERVICES	SUPPORT	CMB SVC 8X5XNBD NCDT Nexus 9K ACI NX-OS Leaf/Spine, 64p 40/ (36 Month Term)	Cisco	CON-NCDT-N9KC93CG	4	three years from award		
59	HARDWARE	GOODS	Dummy PID for Airflow Selection Port-side Intake	Cisco	NXK-AF-PI	4	One year from award date		
60	HARDWARE	GOODS	Nexus 9300 9500 9800 NX-OS SW 10.4.2 (64bit) Cisco Silicon	Cisco	NXOS-CS-10.4.2F	4	One year from award date		
61	HARDWARE	GOODS	Nexus 9K Fixed Accessory Kit	Cisco	N9K-C9300-ACK	4	One year from award date		
62	HARDWARE	GOODS	Nexus Fan, 160CFM, port side intake airflow	Cisco	NXA-FAN-160CFM2PI	16	One year from award date		
63	HARDWARE	GOODS	Additional memory 16GB - Nexus Switch	Cisco	NXK-MEM-16GB	4	One year from award date		
64	HARDWARE	GOODS	Nexus 9000 2KW AC Power Supply Port-side	Cisco	NXA-PAC-2KW-PI	8	One year from award date		
65	HARDWARE	GOODS	Nexus 9K Fixed Rack Mount Kit	Cisco	N9K-C9300-RMK	4	One year from award date		
66	HARDWARE	GOODS	Info PID for Smart Licensing using Policy for N9K	Cisco	NXOS-SLP-INFO-9K	4	One year from award date		
67	SOFTWARE	GOODS	Data Center Networking Advantage Term N9	Cisco	C1A1TN9300XF2-3Y	4	One year from award date		
68	SERVICES	SUPPORT	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	Cisco	SVS-B-N9K-ADV-XF2	4	One year from award date		
69	HARDWARE	GOODS	Power cord C13 to C14 (recessed receptacle) 10A	Cisco	CAB-C13-C14-AC	8	One year from award date		
70	HARDWARE	GOODS	Dummy PID for mode selection	Cisco	MODE-NXOS	4	One year from award date		
71	HARDWARE	GOODS	10GBASE-SR SFP Module	Cisco	SFP-10G-SR++=	32	One year from award date		
72	HARDWARE	GOODS	40GBASE-SR4 QSFP Tmscvr Module	Cisco	QSFP-40G-SR4-S=	48	One year from award date		
73	HARDWARE	GOODS	100GBASE SR4 QSFP Transceiver, MPO, 100m	Cisco	QSFP-100G-SR4-S=	200	One year from award date		
74	HARDWARE	GOODS	100GBASE SR4 QSFP Transceiver, MPO, 100m	Cisco	QSFP-100G-SR4-S=	8	One year from award date		
Total:									
DMZ AGGR									
75	HARDWARE	GOODS	Nexus 9K ACI & NX-OS Leaf/Spine, 64p 40	Cisco	N9K-C9364C-GX	2	One year from award date		
76	SERVICES	SUPPORT	CMB SVC 8X5XNBD NCDT Nexus 9K ACI NX-OS Leaf/Spine, 64p 40/ (36 Month Term)	Cisco	CON-NCDT-N9KC93CG	2	three years from award		

77	HARDWARE	GOODS	Dummy PID for Airflow Selection Port-side Intake	Cisco	NXK-AF-PJ	2	One year from award date		
78	HARDWARE	GOODS	Nexus 9300 9500 9800 NX-OS SW 10.4.2 (64bit) Cisco Silicon	Cisco	NXOS-CS-10.4.2F	2	One year from award date		
79	HARDWARE	GOODS	Nexus 9K Fixed Accessory Kit	Cisco	N9K-C9300-ACK	2	One year from award date		
80	HARDWARE	GOODS	Nexus Fan, 160CFM, port side intake airflow	Cisco	NXA-FAN-160CFM2PI	8	One year from award date		
81	HARDWARE	GOODS	Additional memory 16GB - Nexus Switch	Cisco	NXK-MEM-16GB	2	One year from award date		
82	HARDWARE	GOODS	Nexus 9000 2KW AC Power Supply Port-side	Cisco	NXA-PAC-2KW-PJ	4	One year from award date		
83	HARDWARE	GOODS	Nexus 9K Fixed Rack Mount Kit	Cisco	N9K-C9300-RMK	2	One year from award date		
84	HARDWARE	GOODS	Info PID for Smart Licensing using Policy for N9K	Cisco	NXOS-SLP-INFO-9K	2	One year from award date		
85	SOFTWARE	GOODS	Data Center Networking Advantage Term N9	Cisco	CJ1A1TN9300XF2-3Y	2	One year from award date		
86	SERVICES	SUPPORT	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	Cisco	SVS-B-N9K-ADV-XF2	2	One year from award date		
87	HARDWARE	GOODS	Power cord C13 to C14 (recessed receptacle) 10A	Cisco	CAB-C13-C14-AC	4	One year from award date		
88	HARDWARE	GOODS	Dummy PID for mode selection	Cisco	MODE-NXOS	2	One year from award date		
89	HARDWARE	GOODS	10GBASE-SR SFP Module	Cisco	SFP-10G-SR++=	16	One year from award date		
90	HARDWARE	GOODS	40GBASE-SR4 QSFP Tmscvr Module	Cisco	QSFP-40G-SR4-S=	24	One year from award date		
91	HARDWARE	GOODS	100GBASE SR4 QSFP Transceiver, MPO, 100m	Cisco	QSFP-100G-SR4-S=	100	One year from award date		
92	HARDWARE	GOODS	100GBASE SR4 QSFP Transceiver, MPO, 100m	Cisco	QSFP-100G-SR4-S=	4	One year from award date		
Total:									
SPARE GROWTH TOR									
93	HARDWARE	GOODS	Nexus 9300 with 48p 10/25G SFP+ and 12p	Cisco	N9K-C93240YC-FX2	4	One year from award date		
94	SERVICES	SUPPORT	CMBSVC 8X5XNBD NCDT Nexus 9300 with 48p 10/25G SFP+ and 12p (36 Month Term)	Cisco	CON-NCDT-N93YCFX2	4	three years from award		
95	HARDWARE	GOODS	Dummy PID for mode selection	Cisco	MODE-NXOS	4	One year from award date		
96	HARDWARE	GOODS	Dummy PID for Airflow Selection Port-side Exhaust	Cisco	NXK-AF-PE	4	One year from award date		
97	HARDWARE	GOODS	Nexus 9300 9500 9800 NX-OS SW 10.4.2 (64bit) Cisco Silicon	Cisco	NXOS-CS-10.4.2F	4	One year from award date		
98	HARDWARE	GOODS	Nexus 3K/9K Fixed Accessory Kit 1RU front and rear removal	Cisco	NXK-ACC-KIT-1RU	4	One year from award date		
99	HARDWARE	GOODS	Airflow Extension Sleeve-extend 0.8RU	Cisco	NXA-AIRFLOW-SLV3	4	One year from award date		
100	HARDWARE	GOODS	Additional memory of 8GB - Nexus Switch	Cisco	NXK-MEM-8GB	4	One year from award date		
101	HARDWARE	GOODS	Nexus AC 750W PSU - Port Side Exhaust	Cisco	NXA-PAC-750W-PE	8	One year from award date		
102	HARDWARE	GOODS	Nexus 2K/3K/9K Single Fan 35CFM port side exhaust airflow	Cisco	NXA-FAN-35CFM-PE	20	One year from award date		
103	HARDWARE	GOODS	Info PID for Smart Licensing using Policy for N9K	Cisco	NXOS-SLP-INFO-9K	4	One year from award date		
104	SOFTWARE	GOODS	DCN Advantage Term N9300 XF-3Y	Cisco	CJ1A1TN9300XF-3Y	4	three years from award		
105	SERVICES	SUPPORT	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	Cisco	SVS-B-N9K-ADV-XF	4	One year from award date		
106	HARDWARE	GOODS	Power Cord Jumper C13-C14 Connectors 2 Meter Length	Cisco	CAB-C13-C14-2M	8	One year from award date		
107	HARDWARE	GOODS	100GBASE-T SFP TAA Compliant	Cisco	GLC-TF++=	48	One year from award date		
108	HARDWARE	GOODS	10GBASE-T SFP+ transceiver module	Cisco	SFP-10G-T-X=	16	One year from award date		
109	HARDWARE	GOODS	10GBASE-SR SFP Module	Cisco	SFP-10G-SR++=	112	One year from award date		
110	HARDWARE	GOODS	25GBASE-SR SFP Module	Cisco	SFP-25G-SR-S=	40	One year from award date		
111	HARDWARE	GOODS	40GBASE-SR4 QSFP Tmscvr Module	Cisco	QSFP-40G-SR4-S=	40	One year from award date		
112	HARDWARE	GOODS	100GBASE SR4 QSFP Transceiver, MPO, 100m	Cisco	QSFP-100G-SR4-S=	40	One year from award date		
113	HARDWARE	GOODS	100GBASE SR4 QSFP Transceiver, MPO, 100m	Cisco	QSFP-100G-SR4-S=	8	One year from award date		
Total:									
MISC DATA CENTER									
114	HARDWARE	GOODS	QSFP to SFP10G adapter	Cisco	CVR-QSFP-SFP10G=	40	One year from award date		
Total:									
Training Credits									
115	SERVICES	SUPPORT	100 Prepaid training credits:Redeem w/Ci	Cisco	TRN-CLC-001	1	One year from award date		
116	SERVICES	SUPPORT	10 Training credit, Expires in 1 yr	Cisco	TRN-CLC-000	2	One year from award date		
Total:									
Professional Services									
117	SERVICES	SUPPORT	Onsite Professional Services - Cisco R/SW Expertise	3rd Party Cisco Partner	Prof. Service Hours	320	One year from award date		
Total:									
Contract Total : \$									

NAME:

COMPANY:

PHONE:

EMAIL:

VENDOR POINT OF CONTACT

Section C - Description/Specifications/Work Statement

Attachments for this section start after the clauses.

Clauses Incorporated By Reference

Clause #	Title	Date
No reference clauses were found for this section.		

Full Text Clauses

7.3.2-21 - Description/Specifications/Work Statement - October 2008

The name/description of the goods or services being acquired is as follows:

The purchase of CISCO hardware/software and services.

The specifications for and the description of the work to be performed under this award are fully detailed in the Statement of Objectives which is included as an attachment in Section C of this award document.

7.3.2-34 - Duty to Deliver or Perform - July 2008

Contractor agrees to perform the services (the "Services") or provide the goods (the "Goods"), in accordance with the terms and conditions set forth herein and in any attachments to the contract.

Statement of Objective

Professional Services to deploy Cisco networking devices in DTX Cloud Hub Site

1.0. GENERAL

1.1. Background.

Currently FDIC has Cisco switches and routers deployed in the data centers. FDIC is building a new cloud hub site (namely DTX) where a new set of Cisco switches will be deployed and is looking for professional services to design, configure, test and support.

1.2. Scope of Work.

The contractor shall review the FDIC's current configurations and setup the new switches per FDIC requirements. The work will include but not be limited to the following:

- Go onsite in FDIC's Arlington, VA, office
- Unpack new Cisco switches in the FDIC staging rooms
- Upgrade code to required versions
- Configure the switches based on best practices and FDIC requirements.
- Configure, Comply and Support FDIC's Secure Baseline Configuration Guide (SBCG)
- Support FDIC in Change Control Board, Security Impact Assessment, and other board approvals as needed
- Ship the configured devices to the FDIC DTX site in Dallas, TX
- Test, troubleshoot and support as needed once the equipment is up and running in DTX
- Follow up support if needed
- Document the configuration, network diagram and setup

2.0. APPLICABLE DOCUMENTS

The contractor will receive FDIC information and requirements after the contract is awarded.

3.0. REQUIREMENTS

The contractor must keep FDIC involved and informed of all status, risks, dependencies and issues in a timely manner and work with FDIC to resolve. The contractor shall provide weekly status updates to FDIC.

The contractor must have the following experience and qualifications:

- The contractor must have extensive, prior hands-on experience in large Cisco deployments for network and security in medium and large Federal Agency networks.
- The contractor must have extensive experience supporting other vendor products in addition to Cisco products in an interoperable environment in medium and large Federal Agency networks.
- The contractor must have Cisco networking and security expert level CCIE certifications. Additional CCIEs are preferred.
- The contractor must have extensive experience with federal security requirements such as DoD STIGs and best practices.
- The contractor must be at least Gold level Cisco partner status.
- The contractor must be US citizens and can pass FDIC background investigations.
- The contractor shall have hands on experience in deploying and supporting network routing, switching, security, DNS, Domain controllers, Entra ID et. technologies related to network deployments

The contractor shall provide all necessary management, supervision, personnel, supplies, materials and equipment (except for Government furnished items, if any) to provide the resources needed to complete the entire engagement. On-site support will be required.

Section E - Inspection and Acceptance

No attachments were added for this section.

Clauses Incorporated By Reference

Clause #	Title	Date
No reference clauses were found for this section.		

Full Text Clauses

7.6.4-01 - Inspection and Acceptance - July 2008

- (a) All goods and services shall be subject to inspection and test by the FDIC Oversight Manager, to the extent practicable, at all times and places during the term of the award. All inspections by the FDIC shall be made in such a manner as not to unduly delay the work.
- (b) The FDIC shall have [15] business days from the date of Contractor's delivery to determine if such goods and services are in compliance with the requirements of the contract. If any services performed or goods delivered hereunder are not in conformity with the requirements of this Award, the FDIC shall have the right to require Contractor to reperform the services or redeliver the goods in conformity with the requirements of the Award, at no additional increase in total contract amount. When the services to be performed are of such a nature that the defect cannot be corrected by reperformance of the services, the FDIC shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with the requirements of the contract; and (2) reduce the contract price to reflect the reduced value of the services performed. In the event Contractor fails promptly to reperform the services or redeliver the goods, or to take necessary steps to ensure future performance of the services or delivery of the goods in conformity with the requirements of the Award, the FDIC shall have the right to either (1) by contract or otherwise, have the services performed or the goods delivered in conformity with the contract requirements and charge to Contractor any cost occasioned to the FDIC that is directly related to the performance of such services or the delivery of such goods; or (2) terminate this Award for default as provided in 7.6.6-02, Termination for Default.
- (c) Contractor shall provide and maintain an inspection system acceptable to the FDIC covering the goods or services to be delivered or performed hereunder. Records of all inspection work by Contractor shall be kept complete and available to the FDIC during the term of this Award and for such longer period as may be specified elsewhere in this Award.

Section F - Deliveries or Performance

No attachments were added for this section.

Clauses Incorporated By Reference

Clause #	Title	Date
No reference clauses were found for this section.		

Full Text Clauses

7.3.1-09 - Delivery Schedule - July 2008

The goods must be delivered in accordance with the pricing schedule (Attachment B).

7.3.1-10 - Place of Delivery or Performance - November 2013

All tangible items shall be delivered to the following address:

Federal Deposit Insurance Corporation (FDIC)
Division of Information Technology (DIT)
Distribution Center
3501 Fairfax Drive
Arlington, VA 22226

Contractor must ensure the contract number is listed on the shipping material or packing slip.

Non-tangible items shall be submitted to the following email address:
DITSoftwareMgt@fdic.gov.

To include all certificates and maintenance renewals.

7.3.1-12 - Period of Performance - July 2023

The period of performance begins on the effective date and expires three years later.

Section G - Contract Administration Data

No attachments were added for this section.

Clauses Incorporated By Reference

Clause #	Title	Date
No reference clauses were found for this section.		

Full Text Clauses

7.3.2-41 - FDIC Personnel - July 2008

(a) FDIC Oversight Manager. The Oversight Manager is the person designated in writing by the Contracting Officer to represent the FDIC for the purpose of monitoring technical performance and accepting goods or services. The Oversight Manager is not authorized to issue any instructions or directions which effect any substantive change in this contract, including, but not limited to, an increase or decrease in the price of this contract, or a change in the delivery date(s) or Period of Performance. Specific areas of delegated authority are more particularly defined in the Oversight Manager Appointment Memorandum. The Oversight Manager is Francesca Savage, and she can be reached at Fsavage@fdic.gov.

(b) FDIC Contracting Officer. The Contracting Officer is the person with FDIC-delegated authority to enter into, modify, administer, and terminate contracts and orders. The Contracting Officer is Ellisha R. Smith and she can be reached at ellismith@fdic.gov.

7.5.13-01 - Method of Payment - Electronic Fund Transfer (EFT) - March 2014

(a) Payment methods. Payments by the FDIC may be made by check or electronic funds transfer (EFT), or by a third party in lieu of payment directly from the FDIC, at the option of the FDIC. If the FDIC makes payment by EFT, the FDIC may, at its option, also forward the associated payment information by electronic transfer. Any third party payments will be made by the FDIC's commercial purchase card issuer. In the event Contractor certifies in writing to the payment office that Contractor does not have an account with a financial institution or an authorized payment agent, the FDIC would make payments by other than EFT.

(b) Contractor Payment Requests. If the FDIC elects for third party payments to be made, Contractor shall make payment requests through a charge to the FDIC purchase card with the third party, at the time and for the amount due in accordance with the terms of this contract. Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party are not subject to the Prompt Payment Act or any implementation thereof in this contract. Documentation of each charge against the FDIC's purchase card shall be provided to the Contracting Officer upon request.

Contractor is required, as a condition to any payment, to maintain current information in the System for Award Management (SAM) database. Any invoice submitted with incorrect EFT information shall be deemed not to be a

proper invoice as defined in the Prompt Payment Act clause herein.

7.5.13-06 - Compensation Ceiling - Contract or Task Order - July 2008

In no event will total FDIC compensation to Contractor, including any reimbursed costs and expenses, exceed the sum of TBD Dollars (\$_____) for the entire Period of Performance, including the initial period and all options, if any. Contractor must notify the Contracting Officer, in writing, when Contractor has incurred charges amounting to seventy-five percent (75%) of the ceiling amount for each performance period.

7.5.13-12 - Schedule for Invoicing - July 2008

For Firm-Fixed-Price, Contractor must submit invoice upon completion of the service or delivery of the goods.

7.5.13-13 - Contents of Invoice - March 2014

Contractor's invoices must include the following items in order to be processed for payment:

- (a) Contractor name, address and phone number.
- (b) Invoice date. (Contractors must date invoices as close as possible to the date of electronic transmission to FDIC.)
- (c) Invoice number.
- (d) Contract Number (e.g., Contract Number, Task Order Number, Delivery Order Number, etc.)
- (e) Line Item Number(s), as identified in the contract, and the amount invoiced for each Line Item Number.
- (f) Allocation of all hours and expenses to Financial Institution Number (FIN) and Asset Name/Number, if applicable.
- (g) Description, quantity, unit of measure, unit price, extended price of goods delivered or services performed.
- (h) Total invoice amount.
- (i) Payment terms (discount for prompt payment terms).
- (j) Remittance address.
- (k) Billing Point of Contact (e.g., name (where practicable), title, phone number, and mailing address of person to notify if there are questions regarding the invoice).
- (l) Shipping information (e.g., shipment number, date of shipment, bill of lading number and weight of shipment. Shipping charges, if any, must be shown as a separate item on the invoice).
- (m) For time and material or labor hour awards, copies of time sheets in support of direct labor charges.
- (n) If travel expenses are reimbursable under the award, Contractor must submit travel documentation, receipts and other proof of expenses as required by the FDIC Contractor Travel Reimbursement Guidelines.
- (o) If subcontractor expenses are reimbursable under a labor-hour or time-and-material award, Contractor must:
 - (1) identify subcontractor expenses and costs separate from prime contractor expenses and costs on the invoice it submits to FDIC;
 - (2) submit with its invoice, as supporting documentation, a copy of its subcontractor's invoice when seeking reimbursement of subcontractor expenses.
- (p) Pass through costs - If expenses or costs are reimbursable under the terms of the award, a description of each shall be provided in the invoice along with the quantity, unit amount, and total amount. Also, if amounts are derived from application of any formula, calculation, percentage, etc., such application must be clearly evident in the supporting documentation provided with the invoice.
- (q) The following certification statement, signed by an authorized company representative:

"This is to certify that the services set forth herein [goods described herein] were performed [delivered] during the period stated.

Contractor's Authorized Representative Date"

(r) Any other information or supporting documentation required by the award.

If an invoice does not contain the above required information; contains errors; or exceeds the total compensation ceiling limit for this award, the invoice will be returned to Contractor and processing of the invoice for payment will be delayed until the deficiency is corrected.

In addition, the FDIC requires Contractors to maintain current information in the System for Award Management (SAM) database and complete the annual renewal process, in order to receive timely invoice payments. FDIC may reject any invoice received from Contractor where processing of the invoice cannot be completed because Contractor has failed to maintain its registration, including electronic funds transfer (EFT) information, in the SAM database.

7.5.13-14 - Electronic Invoice Preparation and Submission (CORHQ Business Unit) - November 2023

Contractor must follow the FDIC's electronic invoice preparation and submission instructions stated below:

(a) Contractor must email electronic invoices to the FDIC's Division of Finance/Accounts Payable (DOF/AP) at the following address: DOFAPInvoice@fdic.gov

(b) Contractor must only email their invoices to the above DOF/AP email address and not the Oversight Manager or Contracting Officer. The FDIC will not accept hand-delivered invoices or invoices sent to any other address (i.e., FDIC street address or any other email addresses).

(c) Contractor must submit the electronic invoice as a single file document, in PDF or Excel (.xlsx) format. If the size of a single PDF/Excel file exceeds 30 MB, the invoice may either be submitted as two PDF/Excel files, with neither PDF/Excel file exceeding 30 MB, or it may be submitted as a zip file that does not exceed 30 MB. If two PDF/Excel files are used, each email must clearly identify that the invoice has been separated into two PDF/Excel files to accommodate the size limitation. If a zip file is used, the individual files inside the zip file must be kept to a minimum and each must have a descriptive file name, such as "Invoice cover page", "Timesheets", etc.)

If submitting in Excel, the following applies:

(1) The Excel file must be formatted in a manner acceptable to the Contracting Officer. The first tab or worksheet ("Sheet") in the Excel workbook must be the invoice itself, and subsequent tabs may be used for supporting information and calculations;

(2) The entire workbook (all tabs) must be formatted for printing in portrait format using letter-size pages, unless the Contracting Officer allows for landscape format and/or legal-size pages for one or more specified tabs;

(3) The entire workbook must allow for searching, sorting, filtering, and other data viewing options by FDIC personnel. All formulas in cells must be visible to FDIC personnel;

(4) Any unit price or hourly rate must be an exact amount as rounded and displayed in the contract schedule or pricing attachment, and all calculations using the unit price or hourly rate must use that exact displayed amount. The Contractor must not use a unit price or hourly rate on an invoice that differs from the amount displayed in the contract. For example, if a unit price or hourly rate is displayed as \$135.15 in the contract, all calculations in the

workbook must be based on \$135.15 (with no decimals beyond the cent), and must not be based on a pre-rounded amount from elsewhere in the Contractor's systems; and

(5) Any cell containing a calculation or formula using dollar amounts must be rounded to two decimal places (no decimals beyond the cent). This rounding guideline must be applied to both intermediate and final calculations.

(d) Contractor must not include more than one electronic invoice in the same email. (For example, if a Contractor has four task orders, a separate email with a single invoice must be submitted for each of the four task orders.)

(e) Contractor must name the PDF/Excel file or zip file in the following format (with invoice date shown as year/month/date followed by a space and the invoice number):

Invoice date and invoice number (e.g., 2023-01-31 1067876)

(f) Contractor's email subject line must include the words, "Contractor Invoice", followed by a hyphen and the Contract Number (or Task Order Number, or Delivery Order Number, as applicable), as shown in the example below:

"Contractor Invoice – CORHQ-23-C-0000"

(g) Task Assignments: For contracts and task orders containing provisions for Task Assignments, a separate invoice must be submitted via a separate email for each Task Assignment.

(h) The counting of days for Prompt Payment begins on the date the invoice is received in the inbox of the DOF/AP email address, until 4PM. Invoices received after 4PM will be counted as being received the following FDIC workday.

Section H - Special Contract Requirements

Attachments for this section start after the clauses.

Clauses Incorporated By Reference

Clause #	Title	Date
No reference clauses were found for this section.		

Full Text Clauses

7.1.3-02 - Post-Government Employment Certification (Post-Award) - May 2009

Any former Federal Deposit Insurance Corporation (FDIC) or Resolution Trust Corporation (RTC) employee who the contractor intends to use in performance of work under the contract or its subcontracts must complete and submit the post-government employment certification found at FDIC website <https://www.fdic.gov/buying/goods/acquisition/index.html>. The certification must be submitted to the Contracting Officer prior to the former employee commencing work under the contract. The FDIC Legal Division Ethics Unit will review the certification to determine compliance with the post-government employment restrictions. The former employee may be required to provide additional information as to their position and responsibilities while employed at FDIC or RTC and as a post-government employee working on the FDIC contract or subcontract.

7.3.2-78 - Commercial Supplier Agreement Terms and Conditions - September 2021

1. Definitions:

A. "Commercial item" means any of the following: [Note: For purposes of this document, the term "commercial item" is interchangeable with the terms "commercially available", "commercially available software", "commercial component(s)", "commercial product(s)", and "commercial off-the-shelf (COTS)".]

(1) Any item, other than real property, that is of a type customarily used by the general public or by nongovernmental entities for purposes other than governmental purposes and that has been sold, leased, licensed to the general public; or has been offered for sale, lease, or license to the general public.

(2) Any item that evolved from an item described in paragraph (1) through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a government solicitation.

(3) Any item that would satisfy a criterion expressed in paragraphs (1) and (2) of this definition, but for (i) modifications of a type customarily available in the commercial marketplace; or (ii) modifications of a type not customarily available in the commercial marketplace made to meet Federal government requirements.

(4) Any combination of items meeting the requirements of paragraphs (1), (2), (3), or (5) of this definition that are of a type customarily combined and sold in combination to the general public.

(5) Installation services, maintenance services, repair services, training services, and other services if such

services are procured for support of an item referred to in paragraph (1), (2), (3), or (4) of this definition, and if the source of such services--(i) offers such services to the general public and the Federal government contemporaneously and under similar terms and conditions; and (ii) offers to use the same work force for providing the Federal government with such services as the source uses for providing such services to the general public.

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services sold based on hourly rates without an established catalog or market price for specific service performed.

(7) Any item, combination of items, or service referred to in paragraphs (1) through (6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a contractor.

(8) Any item determined by the procuring agency to have been developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple state and local governments.

B. "Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of "commercial item" and intended to create a binding legal obligation on the end user, such as, but not exclusively, those used in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data. Such agreements may be referred to as Terms of Service (TOS), End User License Agreement (EULA) or another similar legal instrument or agreement and may be presented as a part of a proposal or quotation responding to a solicitation for contract or order. The term applies, regardless of the format or style of the document, whether in paper or electronic form.

2. Applicability. The following terms and conditions apply to any commercial supplier agreement as defined in this clause. These terms take precedence and supersede any conflicting or contrary terms in a contractor, subcontractor or associated third party Commercial license agreement. When any supply or service acquired under this contract is subject to a commercial supplier agreement, the terms of this clause shall be deemed incorporated into the commercial supplier agreement. In addition, the Commercial Supplier Agreement is a part of a contract between the commercial supplier and the FDIC for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders). For accepted terms under the commercial supplier agreement, the ordering activity FDIC may be bound as end user, but a Government employee or person acting on behalf of the government in his or her personal capacity will not be bound. The commercial supplier or license agreement may be incorporated into an FDIC contract as modified by this clause. If a Commercial Supplier Agreement is not required for the goods and services performed by the contractor, all the terms listed below in this clause are not applicable to the contract.

3. Contract Formation. All terms intended to bind the FDIC must be included in static text form within the contract signed by the FDIC. Neither the FDIC nor any authorized end user shall be deemed to have agreed to any terms in the commercial supplier agreement or any terms of any associated third-party agreement by a click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements) and such purported execution does not bind the FDIC or an authorized end user and is null and void.

4. Authorization. By executing the Contract, Contractor represents that it is duly authorized to enter into the Contract, including any amendments to the commercial supplier agreement as incorporated into the contract.

5. Venue. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

6. Limitations on Actions. Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

7. Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, binding arbitration shall not be used unless specifically authorized by a FDIC guidance, and equitable or injunctive relief, including award of attorney fees, costs or interest, may be awarded against FDIC only when explicitly provided by statute (e.g. Prompt Payment Act). Any terms in the commercial supplier agreement requiring that disputes be submitted to arbitration or that claims the supplier has the right to injunctive relief, attorney fees, costs or interest is null and void and shall not be enforceable against the Government.

8. Updating Terms. After award the contractor may unilaterally revise terms if they are not material. A material change is defined as: (A) Terms that significantly change Government's rights or obligations; and (B) Terms that increase Government prices; (C) Terms that decrease overall level of service; or (D) Terms that limit any other Government right addressed elsewhere in this contract. For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification. Any terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

9. Representation. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. § 516 or FDIC under 12 U.S.C. § 1819, unless otherwise provided by Federal law.

10. Warranties and Disclaimers. FDIC will accept the contractor's commercial warranty, but does not accept a disclaimer of the implied warranty that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. Additionally, FDIC does not accept a disclaimer of any warranties expressly provided for in the Contract.

11. Limitation of Liability. All limitations of liability accepted by FDIC shall only apply to claims based on contract and any limitations related to tort or other causes of action shall not apply and shall be null and void and unenforceable against the government. Notwithstanding anything to the contrary in the commercial supplier agreement, nothing in the contract or the commercial supplier agreement shall impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government contract under any federal fraud statute, including but not necessarily limited to the False Claims Act, 31 U.S.C. §§ 3729-3733.

12. Audit. Any audit requested by the contractor will be at the contractor's or Licensor's expense without reimbursement by the FDIC. Further, such audit may only be conducted if the auditor satisfies the FDIC's security requirements for access to its facilities, systems and information.

13. Term and Termination. Neither the Contractor nor Licensor can unilaterally revoke, terminate or suspend an Agreement or any associated rights granted to the FDIC. In the event of a dispute, the requirements specified in

the Disputes paragraph of this document would apply.

14. Continued Performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the FDIC to be in breach of the agreement, it shall pursue its rights under the Disputes Clause of the contract or other applicable Federal statute while continuing performance.

15. Confidentiality. If the agreement includes a confidentiality clause, it shall be amended to state that the Government and Government employee's obligations with regard to confidentiality are governed by statute, such as, but not exclusively, the Trade Secrets Act, 18 U.S.C. § 1905 and the Freedom of Information Act, 5 U.S.C. § 552. To the extent that the confidentiality language conflicts or in any way purports to alter the Government or Government employee's obligation with regard to confidentiality, such language shall be null and void and will not be enforceable against the Government.

16. Indemnification. Any language requiring the FDIC to indemnify a contractor or related third-party licensor is null and void and is unenforceable against the Government.

17. Automatic Renewal. Except as otherwise expressly agreed to by the FDIC, any provision of an Agreement requiring automatic renewal of the Agreement is unenforceable against the FDIC.

18. Integration. Any integration clause shall be amended to recognize the associated Contract and these terms and conditions as part of an "entire agreement."

19. Disputes. If the supplier or licensor believes FDIC is in breach of the Agreements, it shall pursue its rights under the Disputes clause of the Contract and Federal laws and performance under the Contract shall continue pending resolution of the dispute.

20. Governing Law. This agreement shall be governed by Federal law. Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

21. Assignment. Neither the Contract nor these Agreements, as amended, shall be assigned, nor may any rights or obligations be delegated, without FDIC's prior approval, except as permitted pursuant to Clause 7.6.5-05, Assignment of Claims.

22. Payment. The FDIC Contract governs the purchase and payment of fees. Payment for awards made by the FDIC in its corporate capacity are subject to the Prompt Payment Act. 31 USC §§ 3901-05.

23. Taxes. The FDIC is exempt from paying any City, County, State, and Federal taxes as provided by Tax Exempt Certificate No. 53-0185558.

24. Force Majeure. Failure to perform this contract according to its terms is excusable and not an event of default if the failure to perform is caused by events beyond the control of Contractor, and through no fault or negligence of Contractor.

7.4.2-02 - Off-site Processing and Storing of FDIC Information - August 2018

(a) Control and Protection of FDIC Information. The Contractor shall implement effective, administrative, technical, and physical safeguards to ensure that all FDIC information in its possession or under its control is adequately protected from loss, misuse, and unauthorized access or modification. The creation, collection, use, processing, storing, maintenance, dissemination, disclosure, and disposal of FDIC information shall comply with all applicable federal and state laws and FDIC directives, rules and regulations regarding protection of information. The Contractor shall not use any FDIC information except to the extent necessary to carry out its obligations under the contract. The Contractor shall not disclose FDIC information to any third party unless disclosure is authorized in the contract, the Contractor obtains the prior written consent of the Contracting Officer, or to the extent expressly required by applicable law, in which case the Contractor shall notify the Contracting Officer at least ten (10) business day before such disclosure, to allow the FDIC to object or concur. The Contractor, subcontractor, or any entity under the Contractor's control shall not access, disseminate, maintain, store, use or disclose FDIC information outside the United States, unless specifically directed by the contract or otherwise authorized by the Contracting Officer.

(b) Return, Destruction and Retention of FDIC Information. All FDIC information remains the property of the FDIC. Upon completion or termination of the contract, or at any time upon request of the Contracting Officer, Contractor shall promptly return to the Oversight Manager all FDIC information in its possession and/or securely dispose of it as required in the contract, Statement of Work, or as directed by the Oversight Manager. Information shall be returned securely in a format directed by the Oversight Manager. Retention of FDIC information by the Contractor beyond the conclusion of the contract is only permissible in accordance with clause 7.6.3-02, Contractor Return, Destruction and Retention of FDIC Information.

(c) Inspections/Assessments/Audits/Reviews/Examinations. To confirm Contractor's compliance with this contract, as well as any applicable laws, regulations and industry standards, Contractor shall grant FDIC information security and privacy staff, the FDIC Office of the Inspector General, the U.S. Government Accountability Office (GAO), or an FDIC-selected third party acting on the FDIC's behalf, permission to perform inspections, assessments, audits, reviews or examinations of all controls in Contractor's physical and/or technical environment in relation to all FDIC information being handled and/or services being provided to FDIC pursuant to this contract. The Contractor shall fully cooperate by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that collects, processes, transmits, or stores FDIC information pursuant to this contract. These inspections, assessments, audits, reviews, and examinations may be conducted either by phone, electronically or in-person. Nothing in this clause shall be viewed as limiting the FDIC or the federal government's audit and inspection rights delineated in other clauses of this contract or by statute.

(d) Security and Privacy Incident Handling. The Contractor shall monitor its facility, premises and information systems for security and privacy incidents and provide the capability to respond to and resolve them effectively and in a timely manner, including allowing for inspection, investigation, forensic analysis, and any other action necessary to ensure compliance with OMB M-17-12 and FDIC's Breach Response Plan, and to assist in responding to a breach. FDIC's Breach Response Plan is available at the FDIC website: <https://www.fdic.gov/buying/goods/acquisition/index.html>. The Contractor and subcontractors (at any tier) shall report a suspected or confirmed breach in any medium or form, as soon as possible and without unreasonable delay, consistent with FDIC's Breach Response Plan. All security and privacy incidents that involve FDIC information must be immediately reported to FDIC's Computer Security Incident Response Team (CSIRT)/Security Operations Center (SOC) at the telephone/email address provided in paragraph (e) below. The Contractor and

subcontractors (at any tier) shall cooperate and exchange information with agency officials in order to effectively report and manage a suspected or confirmed breach. The Contractor shall maintain capabilities to, at a minimum, determine what FDIC information was or could have been accessed and by whom, construct a timeline of user activity, determine methods and techniques used to access the information, and identify the initial attack vector.

(e) The Contractor shall appoint and provide points of contact (names, telephone numbers, e-mail addresses) for the officials who have overall accountability for incident response and protection of FDIC information and with whom the Contracting Officer, Oversight Manager, and other applicable FDIC staff may communicate throughout the duration of the contract about information security and privacy issues. These individuals or designees shall, at a minimum:

1. Be available to assist the FDIC as needed in resolving an incident;
2. Notify the FDIC of an incident immediately after the Contractor becomes aware of it; and
3. Notify FDIC's Computer Security Incident Response Team (CSIRT) via email at fdic-csirt@fdic.gov or telephone at 1-877-FDIC-999 (877-334-2999), as well as to the Oversight Manager (OM) of an incident.

The Contractor shall take all necessary steps to effectively contain identified incidents and coordinate and cooperate with the FDIC in investigating and remediating the incident.

The Contractor shall, at its own costs and at a minimum, provide individuals affected by a breach involving personally identifiable information (PII) under its control with notice of the breach and access to two (2) years of complimentary credit monitoring and identity protection services to protect such affected individuals against risks posed by the breach.

(f) Subcontracts. Contractor must ensure this clause is included in all first-tier subcontracts and lower-tier levels of subcontracts to which the conditions and requirements described in this clause would apply.

7.5.1-02 - Protecting Sensitive Information - September 2024

(a) Sensitive Information Defined. Per FDIC Directive 1360.09, sensitive information is any information, the loss, misuse, or unauthorized access to or modification of which could adversely impact the interests of FDIC in carrying out its programs or the privacy to which individuals are entitled. It includes, but not exclusively, the following:

(1) Information that is exempt from disclosure under the Freedom of Information Act, such as trade secrets and commercial or financial information, information compiled for law enforcement purposes, personnel and medical files, and information contained in bank examination reports;

(2) Information under the control of FDIC contained in a Privacy Act system of record that is retrieved using an individual's name or by other criteria that identifies an individual;

(3) Personally Identifiable Information (PII) about individuals maintained by FDIC that if released for unauthorized use may result in financial or personal damage to the individual to whom such information relates. Sensitive PII, a subset of PII, may be comprised of a single item of information (e.g., SSN) or a combination of two or more items (e.g., full name along with, financial, medical, criminal, or employment information). Sensitive PII presents the highest risk of being misused for identity theft or fraud;

(4) Information about insurance assessments, resolution and receivership activities, as well as enforcement, legal, and contracting activities; and

(5) Information related to information technology specific to the FDIC that could be misused by malicious entities

(e.g., internal IP addresses, server names, firewall rules, encryption and authentication mechanisms, and network architecture pertaining to FDIC).

(b) Protecting Sensitive Information. Contractor, all Contractor Personnel, subcontractors and subcontractor personnel shall comply with FDIC Directive 1360.09, Protecting Information, and protect the confidentiality, integrity and availability of sensitive information, including PII, to which they have access. FDIC Directive 1360.09 is available at the FDIC website: <https://www.fdic.gov/buying/goods/acquisition/index.html>.

(c) Controlling Sensitive Information. All sensitive information, electronic and paper copy, remains the property of FDIC. Sensitive information shall not be moved outside of FDIC premises or networks/systems unless this contract contains clause 7.4.2-02, Off-site Processing and Storing of FDIC Information.

(d) Confidentiality Agreement. An authorized representative of the Contractor, its subcontractors and consultants, and all personnel (key personnel and non-key personnel) who will have access to FDIC facilities, networks and/or information systems, or sensitive information (whether in hardcopy or electronic form) must execute confidentiality agreements. FDIC Form 3700/46, Confidentiality Agreement (for Contractors/Subcontractors/Consultants) and FDIC Form 3700/46A, Confidentiality Agreement (for Contractor/Subcontractor/Consultant Personnel) are included as attachments to this contract. The 3700/46 forms must be signed by the Contractor, and each subcontractor or consultant and submitted at the time of award to the Contracting Officer, with the signed contract. Post-award, they must be submitted to the Contracting Officer when a new subcontractor or consultant is being requested. (For Basic Ordering Agreements (BOAs), Receivership Basic Ordering Agreements (RBOAs), and Blanket Purchase Agreements (BPAs), it is acceptable for the 3700/46 forms to be executed by the Contractor, subcontractors and consultants at the BOA/RBOA/BPA level, thereby being applicable to all task orders issued thereunder.) The 3700/46A forms executed by personnel must be submitted to FDIC no later than five (5) business days after starting performance and prior to receiving any sensitive information. The Contractor must submit the 3700/46A forms signed by key personnel to the Contracting Officer and those signed by non-key personnel to the Oversight Manager. Key personnel and non-key personnel who are required to sign a confidentiality agreement, and do not sign, will not be permitted to perform work on the contract. It is acceptable for any key personnel or non-key personnel working on one or more task orders issued under a BOA/RBOA/BPA to sign and submit a single 3700/46A at the BOA/RBOA/BPA level, thereby being applicable to all task orders issued thereunder.

(e) Information Security and Privacy Awareness Training. Any key personnel or non-key personnel with access to sensitive information, who do not have access to the FDIC network and therefore are unable to take FDIC's on-line Information Security and Privacy Awareness Training using FDIC's internal website, must access the training through FDIC's external website <https://www.fdic.gov/buying/goods/acquisition/index.html> (Under the Miscellaneous section). Upon completion of the training, they must provide confirmation via email to the Oversight Manager. The email must contain the following:

- Trainee's name and phone number;
- Contract number;
- Name of the Contractor (and subcontractor or consultant, if applicable); and
- Date the training was completed.

The training and email confirmation to the Oversight Manager must be accomplished prior to the individual's initial receipt of any sensitive information, and annually thereafter until contract performance is completed. The Contractor must keep a record of when the training was accomplished, and provide it to FDIC upon request. Failure to complete this training and provide email confirmations within the required timeframes may result in removal from

the contract.

(f) Subcontracts. Contractor must ensure this clause is included in all first-tier subcontracts and lower-tier levels of subcontracts to which the conditions and requirements described in this clause would apply.

7.5.1-03 - Access to FDIC Information Systems - March 2024

(a) The Contractor, all Contractor Personnel, subcontractors and subcontractor personnel granted access to FDIC's network/systems must comply with these FDIC directives:

(1) Information Security and Privacy Awareness Training. FDIC Directive 1360.16 Mandatory Information Security Awareness Training, which requires the completion of on-line FDIC- information security and privacy awareness training and electronic certification of completion within five (5) business days of receiving an FDIC network ID, and annually thereafter until such time as the access is terminated. Failure to complete this training and provide electronic certification within the required timeframes will result in revocation of network/system access privileges and possible removal of contractor personnel from the contract.

(2) Acceptable Use of Information Technology Resources. FDIC Directive 1300.04 Acceptable Use Policy for Information Technology Resources, which outlines the permitted and prohibited uses of FDIC hardware, software, and information technology services.

(3) Access Control. FDIC Directive 1360.15 Access Control for Information Technology Resources, which governs the granting and revocation of access to information technology resources, including the initial approval, continued review, and eventual termination of access. Contractor shall promptly notify Oversight Manager and Contracting Officer when personnel join or leave the contract so access may be granted or revoked without delay.

(4) Reporting Privacy/Security Incidents. FDIC Directive 1360.12 Reporting Computer Security Incidents, which requires reporting to FDIC's Computer Security Incident Response Team (CSIRT) of all suspected or actual security or privacy incidents involving unauthorized access, misuse, tampering, bypassing security controls, alteration, disclosure or theft of information technology resources, data, and passwords.

(b) Subcontracts. Contractor must ensure this clause is included in all first-tier subcontracts and lower-tier levels of subcontracts to which the conditions and requirements described in this clause would apply.

(c) The FDIC directives identified in this clause are available on the FDIC website:

<https://www.fdic.gov/buying/goods/acquisition/index.html>

7.5.2-03 - Background Investigations - January 2023

a) Any contractor personnel or subcontractor personnel who:

- work on-site at and have unescorted access to FDIC offices or facilities,
- have access to FDIC networks/systems, or
- have access to sensitive information

must undergo a background investigation, in accordance with FDIC Directive 1610.02. In addition, background investigations may be conducted on other Contractor Personnel and subcontractor personnel at the discretion of the FDIC. The extent of the background investigation conducted will be in direct relation to the risk level assigned either in clause 7.5.2-08, Risk Level Designation (Functional Responsibility) or in clause 7.5.2-10, Risk Level

Designation (Labor Category). FDIC Directive 1610.02 is available at the FDIC website:
<https://www.fdic.gov/buying/goods/acquisition/index.html>

b) Prior to obtaining an FDIC identification/access badge and commencing work under the contract, contractor personnel and subcontractor personnel subject to the background investigation requirement are required to undergo both a fingerprint and a credit check. In addition, contractor personnel and subcontractor personnel may be subject to a Defense Counterintelligence and Security Agency (DCSA) background investigation, based on the risk level assigned to the functional responsibilities or to the labor categories. No contractor personnel or subcontractor personnel subject to the background investigation requirement, including any new personnel added at any time during the term of the contract, shall be permitted to begin work until the fingerprint and the credit check processes have been completed, FDIC has rendered a favorable determination, and the paperwork for any further DCSA background investigations has been submitted.

c) FDIC's Enterprise Workforce Solution (eWORKS) is a tool that automates the background investigation process for new applicants and contractors. Via eWORKS, the Contractor must provide the Oversight Manager with the following for all contractor personnel and subcontractor personnel subject to the background investigation requirement:

- 1) An executed Background Investigation Questionnaire for Contractor Personnel and Subcontractors (FDIC 1600/04); and
- 2) An executed Notice and Authorization Pertaining to Consumer Reports (FDIC 1600/10).

For reference, FDIC Forms 1600/04 and 1600/10 are available at the FDIC website:
<https://www.fdic.gov/about/doing-business/acquisition/index.html>

Fingerprinting is required and must be completed at a GSA USAccess Shared Facility, which may include a FDIC Regional Office, FDIC's Virginia Square location, or FDIC's main office in Washington, DC. Additionally, fingerprinting may be completed at a third party FBI approved fingerprint channeler.

In addition, where the assigned risk level of the contract mandates background investigations by the DCSA, the Contractor must provide the Oversight Manager with the completed paperwork for contractor personnel and subcontractor personnel needed to initiate a DCSA background investigation. The Oversight Manager will notify the Contractor of the method by which to submit the paperwork - either manually, using Standard Form 85P Questionnaire for Public Trust Positions, or via an electronic system.

d) Any contractor personnel or subcontractor personnel, whose background investigation reveals an adverse finding, may be excluded from working on the contract at the discretion of the Contracting Officer. Contractor is obligated to replace any personnel so excluded with personnel acceptable to FDIC. Replacement of personnel shall be made at no additional cost to the FDIC and without relieving Contractor of performance and delivery requirements of the contract.

e) Contractor must comply with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) entitled "Personal Identification Verification for Federal Employees and Contractors". Contractor personnel and subcontractor personnel must present two forms of identification in original form prior to badge issuance; at least one document must be a valid State or federal government-issued picture ID. Acceptable forms of identification are listed in Form I-9, OMB No., 1615-0047, "Employment Eligibility

Verification.” In addition, contractor personnel and subcontractor personnel must appear in person at least once before an FDIC official who is responsible for checking the identification documents. FDIC will not issue identification/access badges to contractor personnel and subcontractor personnel until proof-of-identity has been established.

f) Subcontracts. Contractor must include this clause in all its subcontracts to which the conditions and requirements described in this clause would apply. Contractor also must ensure this clause is included in all first-tier subcontracts and lower-tier levels of subcontracts to which the conditions and requirements described in this clause would apply.

7.5.2-08 - Risk Level Designation (Functional Responsibility) - September 2024

(a) All work to be performed by personnel of the Contractor or subcontractor(s) fall into one of the functional responsibilities described below:

Functional Responsibilities	Risk Level
Professional Services	High

(b) Post-award background investigations are based on the risk levels assigned to the functional responsibilities.

(c) Personnel performing functional responsibilities designated at the High risk level must be United States Citizens. Personnel assigned to provide services under functional responsibilities designated as Moderate or Low risk do not need to be U.S. citizens or Lawful Permanent Residents (LPR) of the United States. Non-U.S. citizens without LPR status are permitted to work on a FDIC contract with functional responsibilities designated as Moderate or Low risk provided that they:

1. Meet the requirements of being legally admitted to the United States; and
2. Hold a valid authorization to work in the United States.

(d) If an employee of the Contractor or subcontractor may perform more than one functional responsibility, and the assigned risk levels are not the same, the highest of the assigned risk level applies to the employee.

7.5.2-11 - Identification/Access Badges - July 2008

All contractor and subcontractor employees regularly working on-site at an FDIC facility must be issued an identification/access control badge. Such employees will not be granted on-site access until receiving the badge. Renewal of the badges is required semiannually.

7.5.2-12 - Contractor Notification of Departing Personnel - June 2018

1. No later than 14 days prior to the date of departure/transfer* of contractor or subcontractor personnel who have:

- 1) access to the FDIC’s Network, or unescorted access to FDIC facilities/offices, or access to FDIC sensitive information, or 2) have had a FDIC background investigation completed on them (i.e., contractor personnel or subcontractor personnel who completed FDIC Form 1600/04), the Contractor must notify the FDIC Oversight Manager of the employee’s departure. If a minimum 14 day notice is not possible, notification must be made immediately once it is known the contractor or subcontractor personnel will be departing or transferring to another

FDIC contract/task order. The notification shall be emailed to the FDIC Oversight Manager and must include the following:

- 1) Award Number
- 2) Contractor Personnel's Name
- 3) Prime Contractor
- 4) Subcontractor (when applicable)
- 5) Contractor or Subcontractor Personnel's Removal Date for the Award Number.

2. Prior to a contractor or subcontractor personnel's departure/transfer*, the contractor or subcontractor personnel must sign Section VI of FDIC Form 3700/25, Pre-Exit Clearance/Transfer Record for Contractor Personnel, certifying, among other things, to the return of all FDIC tangible property and certifying that such contractor or subcontractor personnel will not use FDIC nonpublic information to further its own private interests.

*Contractor or subcontractor personnel who are ending their performance on an FDIC contract/task order, and are not transferring to another FDIC contract/task order, are considered to be departing. Contractor or subcontractor personnel who are ending their performance on an FDIC contract/task order, but are starting performance on another FDIC contract/task order, are considered to be transferring.

7.5.2-13 - Use of FDIC Premises by Contractor Personnel - July 2008

Contractor shall comply with the FDIC directives governing access to and operations at FDIC offices and facilities, while on FDIC premises. The directives are available at the FDIC website:

<https://www.fdic.gov/buying/goods/acquisition/index.html>, or may be obtained from the Oversight Manager.

Contractor is responsible for assuring that its personnel understand and observe these directives. Contractor shall perform its contract activities in a manner which does not interrupt or interfere with the business conducted at FDIC.

Subcontracts. Contractor must include this clause in all its subcontracts to which the conditions and requirements described in this clause would apply. Contractor also must require its subcontractors (first-tier) to include this clause in any of their subcontracts (second-tier) to which the conditions and requirements of this clause would apply.

7.1.2-03 - Pre-Award Risk Management (SCRM) Information

Solicitation Number	CORHQ-25-Q-0086
Part Number	
Name of good/software/service	
Model or Version Number	
Model or Version Name	
*Offeror's Status as Manufacturer or Supplier	
Name and Address(es) of Manufacturer	
Name and Address(es) of Subcontractors	

*Provide status as one of the following required categories: Original Equipment Manufacturer (OEM), Aftermarket Manufacturer (AM), or Authorized Supplier based on the definitions in 7.1.2-03. Failure to provide status as one of these three categories may result in ineligibility for award.	
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Section I - Contract Clauses

No attachments were added for this section.

Clauses Incorporated By Reference

Clause #	Title	Date
7.1.3-03	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	December 2022
7.3.1-13	OIG Fraud Hotline	July 2008
7.3.1-14	Order of Precedence	July 2008
7.3.2-35	Calendar Days	July 2008
7.3.2-40	Change in Physical Location	July 2008
7.3.2-42	Contractor Personnel	July 2008
7.3.2-44	Representations and Certifications of Contractor	March 2024
7.3.2-54	Cooperation with the Office of Inspector General	July 2008
7.3.2-58	Limitation on Payments to Influence Certain Federal Transactions	July 2023
7.3.2-59	Warranty Concerning Contingent Fees	July 2023
7.3.2-60	Anti-Kickback Procedures	July 2023
7.3.2-61	Drug-Free Workplace	July 2023
7.3.2-64	Affirmative Action for Special Disabled Veterans and Vietnam Era Veterans	July 2023
7.3.2-65	Employment Reports on Special Disabled Veterans and Vietnam Era Veterans	July 2023
7.3.2-69	Joint and Several Liability	September 2024
7.3.2-73	Compliance with 12 CFR Part 366 and Application of 12 CFR Part 367	September 2009
7.3.2-79	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	March 2024
7.5.4-02	Notice and Assistance Regarding Patent and Copyright	July 2008

	Infringement	
7.5.8-04	Notice to the FDIC on Damage	July 2023
7.5.8-05	Cost of Insurance	July 2023
7.5.8-11	Liability to Third Persons	July 2008
7.5.9-01	FDIC Exempt from Federal, State, and Local Taxes	July 2008
7.5.12-05	Trade Agreements	May 2018
7.5.12-07	Restrictions on Certain Foreign Purchases	November 2023
7.5.13-05	Payments Under Fixed Price Awards	June 2009
7.5.13-09	Travel Expenses (Non-Reimbursable)	July 2008
7.5.13-17	Right to Offset Contract Payments Against Delinquent Obligations	July 2008
7.5.13-18	Prompt Payment	December 2008
7.5.14-02	Notice and Certification of Claims	July 2008
7.6.4-03	Risk of Loss or Damage	July 2008
7.6.5-01	Changes	July 2008
7.6.5-03	Stop Work Order	July 2008
7.6.5-05	Assignment of Claims	July 2008
7.6.6-01	Termination for Convenience of the FDIC	August 2013
7.6.6-02	Termination for Default	July 2008
7.6.6-04	Excusable Delays	July 2008

Full Text Clauses

7.0.1-02 - Clauses Incorporated by Reference - July 2023

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. The full text of a contract clause is available in Module 7 of the document entitled Acquisition Procedures and Guidance Manual (APGM), which may be accessed electronically at the FDIC website:
<https://www.fdic.gov/buying/goods/acquisition/index.html>.

7.1.2-01 - Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities - September 2020

(a) Definitions. As used in this clause—

“Covered article” means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

“Covered entity” means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the FDIC will use; and
- (2) Using any covered article in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

(1) In the event the Contractor identifies a covered article provided to the FDIC during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer. For Basic Ordering Agreements (BOAs), Receivership BOAs (RBOAs) and Blanket Purchase Agreements (BPAs), the Contractor shall report to the Contracting Officer for the BOA/RBOA/BPA, and the Contracting Officer(s) for any affected order.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

- (i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

7.1.2-02 - Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment - April 2021

(a) Definitions. As used in this clause—

"Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

"Covered foreign country" means The People's Republic of China.

"Covered telecommunications equipment or services" means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Interconnection arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

"Reasonable inquiry" means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that

excludes the need to include an internal or third-party audit.

"Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to FDIC any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FDIC Acquisition Procedures and Guidance Manual (APGM) 1.214(b)(iv).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FDIC APGM 1.214(b)(iv). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a FDIC contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For Basic Ordering Agreements (BOAs), Receivership BOAs (RBOAs) and Blanket Purchase Agreements (BPAs), the Contractor shall report to the Contracting Officer for the BOA/RBOA/BPA, and the Contracting Officer(s) for any affected order.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

7.1.2-04 - Reporting Requirements for Supply Chain Events Involving Hardware, Software, and Services - December 2023

(a) Definitions. As used in this clause—

“Covered article” means any of the following:

- (1) Information technology, as defined herein, including cloud computing services of all types;
- (2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
- (3) The processing of information on an FDIC or non-FDIC information system, subject to the requirements of the FDIC’s then current program for controlling Sensitive Unclassified Information; or
- (4) Hardware, peripherals, systems, devices, software, or services that include embedded or incidental information technology.

“Information Technology” means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the FDIC, if the equipment is used by the FDIC directly or is used by a Contractor under a contract with the FDIC that requires the use-

- (a) of that equipment; or
- (b) of that equipment to a significant extent in the performance of a service or the furnishing of a product

Information technology includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal Contractor incidental to a federal contract.

“IT security incident” means an occurrence that:

- (a) Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system;
- (b) Constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable

use policies;

(c) Results in lost, stolen, or inappropriately accessed FDIC information as defined in FDIC Directive 1360.09: Protecting Information, lost or stolen FDIC-owned devices (mobile phones, laptops, Personal Identity Verification (PIV) cards), and any other incident included in FDIC Directive 1360.12: Reporting Information Security Incidents, Cybersecurity and Privacy Awareness Training, and FDIC's Breach Response Plan (available at the FDIC website: <https://www.fdic.gov/buying/goods/acquisition/index.html>); or

(d) Results in a situation that severely impairs, manipulates, or shuts down the operation of a system or group of systems (e.g., Building Automation Systems, Heating, Ventilation, Air Conditioning (HVAC) systems, Physical Access Control Systems (PACS), Advanced Metering Systems, Lighting Control Systems).

"Prohibited article" means any prohibited product, system, or service that the Contractor offers or provides to the Government that conflicts with the supply chain terms or conditions of the contract (e.g., Federal Acquisition Security Council (FASC) exclusion order, FDIC CIO Order, counterfeit or suspect counterfeit items, or FDIC contract provision or clause), including, without limitation, provision 7.3.2-76 Covered Telecommunications Equipment or Services-Representation, provision 7.3.2-77 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment, clause 7.1.2-01, Prohibition on Contracting for Hardware, Software, Products and Services Developed or Provided by Kaspersky Lab and Other Covered Entities, and clause 7.1.2-02, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Prohibited source" means any entity with which the FDIC may not enter into or renew a contract or from which the FDIC may not purchase products or services due to conflicts with the supply chain terms or conditions of the contract (e.g., FASC exclusion order, FDIC CIO Order, FDIC contract provision or clause).

"Supply chain event" means any information, situation or occurrence within the vendor's supply chain that causes or has the potential to cause damage to FDIC personnel, assets, interests, reputation, operations, or facilities.

Supply chain events can include, without limitation:

- (a) Occurrence of an IT security incident;
- (b) Discovery of a prohibited article or source; and
- (c) Identification of supply chain risk information.

"Supply chain risk" means the risk that any person may sabotage, maliciously introduce unwanted functionality, extract data, or otherwise manipulate the design, integrity, manufacturing, production, distribution, installation, operation, maintenance, disposition, or retirement of covered articles so as to surveil, deny, disrupt, or otherwise manipulate the function, use, or operation of the covered articles or information stored or transmitted by or through covered articles.

"Supply chain risk information" includes, but is not limited to, information that describes or identifies:

- (1) Functionality and features of covered articles, including access to data and information system privileges;
- (2) The user environment where a covered article is used or installed;
- (3) The ability of a source to produce and deliver covered articles as expected;
- (4) Foreign control or ownership of, or influence over a source or covered article (e.g., personal or professional ties between a source and any foreign entity, legal regime of any foreign country in which a source is headquartered or conducts operations);
- (5) Implications to U.S. government mission(s) or assets, national security, homeland security, or critical functions associated with use of a source or covered article;
- (6) Vulnerability of Federal systems, programs, or facilities;

- (7) Market alternatives to the covered source;
- (8) Potential impact or harm caused by the possible loss, damage, or compromise of a product, material, or service to an organization's operations or mission;
- (9) Likelihood of a potential impact or harm, or the exploitability of a system;
- (10) Security, authenticity, and integrity of covered articles and their supply and compilation chain;
- (11) Capacity to mitigate risks identified;
- (12) Factors that may reflect upon the reliability of other supply chain risk information; and
- (13) Any other considerations that would factor into an analysis of the security, integrity, resilience, quality, trustworthiness, or authenticity of covered articles or sources.

"Source" means a non-Federal supplier, or potential supplier, of products or services, at any tier.

"Supply chain" means a linked set of resources, processes and persons between multiple tiers of developers that begins with the sourcing of products and services and extends through the design, development, manufacturing, processing, handling, and delivery of products and services to the acquirer.

"Suspect counterfeit item" means an item for which credible evidence (including but not limited to, visual inspection or testing) provides reasonable doubt that the item is authentic.

(b) Reporting requirement.

(1) In the event the Contractor identifies or is otherwise alerted by the FDIC or any other source to a supply chain event involving hardware, software, services, or persons offered or provided to the FDIC during contract performance, the Contractor shall report it, in writing, to the Contracting Officer. For Basic Ordering Agreements (BOAs), Receivership BOAs (RBOAs) and Blanket Purchase Agreements (BPAs), the Contractor shall report to the Contracting Officer for the BOA/RBOA/BPA, and the Contracting Officer(s) for any affected order.

(2) The Contractor shall report the following information pursuant to paragraph (b)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number), as applicable; item description; and any readily available information about mitigation actions already undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (b)(1) of this clause: any further available information about mitigation actions authorized by the Contracting Officer, undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent the supply chain event, any reasons that led to the supply chain event, and any additional efforts that will be incorporated to prevent future supply chain events.

(3) At any time during performance, if any circumstance requires a change to any proposed good, service, or subcontractor or the occurrence of a supply chain event requires a change, then the Contractor must provide the following information to assist the FDIC in determining whether the Contractor, its personnel or the goods/software/services/subcontractor(s) pose an acceptable supply chain risk or not:

For each good/software/service, identify:

1. Part Number

2. Name of good/software/service
3. Model or Version Number
4. Model or Version Name
5. *Contractor's Status as Manufacturer or Supplier
6. Name and address(es) of Manufacturer
7. Name and address(es) of Subcontractors

*Provide status as one of the following required categories: Original Equipment Manufacturer (OEM), Aftermarket Manufacturer (AM), or Authorized Supplier based on the definitions below. Failure to provide status as one of these three categories may result in ineligibility for award.

"Original Equipment Manufacturer (OEM)" - An OEM is the organization which owns the design and/or engineers the goods and has the intellectual property rights. An OEM typically provides a warranty for the goods that includes not only replacement (or replacement cost) but also further assistance such as failure analysis, reviewing reliability data, and other support. The OEM typically has complete control over the entire production process.

"Aftermarket Manufacturer (AM)" - An AM has obtained the rights from the OEM to produce and sell replacement goods, usually due to the discontinuance of the product by the OEM while a demand still remains. The AM may have intellectual property rights as well; the relationship with the OEM is typified by a legal arrangement. Warranty support is equivalent to that of the OEM.

"Authorized Supplier" - OEMs and AMs usually sell goods through an authorized supply chain. An authorized supply chain can include authorized distributors or resellers, franchised distributors, sales representatives, etc. All of the suppliers obtain goods directly from the OEM or another authorized supplier, with a contractual agreement to do so. In an authorized supply chain the original/aftermarket manufacturer will honor the complete warranty.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

7.3.1-15 - Governing Law - July 2008

This contract is governed by Federal law and will be construed accordingly. To the extent State law may apply, in the case where there is no applicable Federal law, the State law that applies is the law of the State in which the FDIC office executing the contract is located (or the law of the District of Columbia for contracts executed by the FDIC office located in the District of Columbia).

7.3.2-33 - Independent Contractors - July 2008

The FDIC retains Contractor as an independent contractor for the sole purpose of performing the services or providing the goods described in this contract. If subcontracting is permitted, the use of the term "Contractor" herein refers to both the Contractor and all Subcontractors at all levels. Contractor must ensure that all Subcontractors adhere to all of the terms and conditions of this contract that have flow-down requirements.

7.3.2-37 - Audit of Records - July 2008

(a) Audit and Inspection Rights. The FDIC, through its Contracting Officer or his designated representative(s), has the right to audit and examine Contractor's records and inspect its facilities. The scope of these rights is described

below.

(b) Examination of Costs. Contractor is required to maintain sufficiently detailed records of the costs it incurs in performing this contract. The FDIC has the right to audit and examine Contractor's books and records, and its accounting procedures and practices, regardless of their form (e.g., machine readable media) or type (e.g., databases, applications software, database management software). The FDIC has the right to inspect, at reasonable times, the facilities used by Contractor during performance of the contract.

(c) Reports. If Contractor is required to furnish cost, funding or performance reports, the FDIC has the right to audit and examine Contractor's books, records, other documents and supporting materials to evaluate (1) the data underlying the reports and (2) the effectiveness of Contractor's policies and procedures to produce data compatible with the objectives of these reports.

(d) Comptroller General.

(1) The Comptroller General of the United States, or his authorized representative, shall have access to and the right to examine any of the contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder for a period of three (3) years following final payment under the contract.

(2) The period of access and examination is automatically extended for records relating to claims or litigation arising from the performance of this contract, or costs and expenses of this contract to which the Comptroller General has taken exception, and continues until all claims, litigation, appeals or exceptions are resolved.

(3) This paragraph may not be construed to require contractors or subcontractors to create or maintain any record that the contractor or subcontractor does not maintain in ordinary course of business or pursuant to a provision of law.

(e) Retention Requirement. Contractor must retain the materials described in paragraphs (b) and (c) above for three (3) years following final payment under this contract, or for any longer period required by statute or another clause in this contract. Contractor must make the materials available to the FDIC for audit, examination and reproduction, at reasonable times during the retention period. Contractor must also provide the FDIC with working space at its facilities to conduct the audit and examination. If this contract is terminated, completely or partially, Contractor must maintain the materials described in subparagraphs (b) and (c) above for three (3) years following any final settlement Contractor must maintain, and make available to the FDIC, records relating to appeals under the "Disputes" clause of this contract, or to claims or litigation arising under or from this contract, until the appeals, claims or litigation are resolved.

(f) Computer Data. Contractor may transfer computer data in machine readable form from one reliable computer medium to another. Contractor's computer data retention and transfer procedures must maintain the integrity, reliability and security of the original data. Contractor's choice of media affects neither Contractor's obligations nor the FDIC's rights under this clause.

(g) Subcontracts. Contractor is required to insert a clause containing all the terms of this clause, including this subparagraph (g) - altered as necessary to identify properly the contracting parties and the Contracting Officer under the FDIC prime contract - in all subcontracts under this contract that exceed \$100,000.

7.3.2-57 - Public Release of Contract Award and Advertising and Publicity Information - April 2013

(a) The Contractor, its affiliates, agents or subcontractors, and their respective employees shall not issue press releases or provide other information to the public regarding any FDIC contract award.

(b) The Contractor, its affiliates, agents or subcontractors, and their respective employees shall not make statements to the media or issue press releases regarding the goods or services provided under this Contract. Requests for information from anyone representing themselves as working for, or on the behalf of, a media or news organization must be directed to the Contracting Officer, who will obtain appropriate approval from the FDIC Office of Communications at 202-898-6993.

(c) Advertising or publicity materials (including the placement of information on its website):

(1) The Contractor may include a reference to "FDIC" or "Federal Deposit Insurance Corporation" in a list of the Contractor's clients, along with a short, broad description of the goods or services provided, such as "FDIC - IT Services" or "FDIC - Security Services". In no event may any confidential information regarding the details of the contract or the name of the financial institutions where work is being performed be disclosed.

(2) Without the prior written approval from the Contracting Officer, the Contractor shall not:

(i) issue or sponsor any advertising or publicity (including the placement of information on its website) that states or implies the FDIC endorses, recommends or prefers the Contractor's goods or services. (ii) use the FDIC's logo or other FDIC material or refer to the FDIC in its advertising and publicity materials (including its website).

All requests for such approvals must be submitted to the Contracting Officer at least 30 days prior to the scheduled release of advertising or publicity materials. The Contracting Officer will coordinate with the FDIC Office of Communications and notify the Contractor of the final decision.

(d) The prohibitions addressed in the preceding paragraphs also apply to information placed on social networks (Twitter, LinkedIn, Facebook, blogs, etc.).

(e) The Contractor agrees to include this clause in all its subcontracts under this contract.

7.3.2-72 - FDIC Contracting Capacity - Contracts/Task Orders/Delivery Orders - July 2009

FDIC is acting in its corporate capacity for this award and will execute it in this capacity throughout the period of performance.

7.4.2-05 - Basic Safeguarding of Covered Contractor Information Systems - March 2021

(a) Definitions. As used in this clause:

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract in which the subcontractor may have Federal contract information residing in or transiting through its information system.

7.5.2-04 - Contractor Submittal of Current Personnel - December 2017

The Contractor is required to submit a current list of contractor and subcontractor personnel, including all key personnel, that are working under the award and for which a background investigation was required, in accordance with clause 7.5.2-03, Background Investigations. The contractor must also include a list of all contractor and subcontractor personnel that have been removed from the award since the previous quarterly report. The list of personnel must be submitted to the FDIC Oversight Manager by the beginning of each quarter (January 1st, April 1st, July 1st, and October 1st) for the duration of the award. Both reports are to be submitted in the same email, as follows:

1) The current contractor and subcontractor personnel list shall be submitted by email, in a Microsoft Excel or compatible software file, and must include:

- a) Award Number
- b) Contractor Personnel's Name
- c) Prime Contractor
- d) Subcontractor (when applicable)
- e) Contractor or Subcontractor Personnel's on-board date for the Award Number

2) A list of all contractor and subcontractor personnel that have been removed from the award since the previous quarterly report, or a negative response, shall be submitted by email with "1)" above, in a Microsoft Excel or compatible software file, and must include:

- a) Award Number
- b) Contractor Personnel's Name
- c) Prime Contractor
- d) Subcontractor (when applicable)
- e) Contractor or Subcontractor Personnel's removal date for the Award Number

7.5.2-14 - Training for Contractor Personnel - May 2022

(a) Contractor Personnel with FDIC Network Access.

Any key personnel or non-key personnel (of the Contractor or subcontractor) who receive access to the FDIC network are required to take the following FDIC training on-line using the FDIC's internal website, as a condition of maintaining access to the FDIC network. Other online training may be added to the list, as determined necessary by the FDIC.

Information Security and Privacy Awareness Training
Insider Threat and Counterintelligence Program Training
Workplace Security Training
Legal Hold Training
Electronic Signature Training

(b) Contractor Personnel without FDIC Network Access.

Any key personnel or non-key personnel (of the Contractor or subcontractor) who do not have access to the FDIC

network and therefore are unable to take FDIC's on-line training using FDIC's internal website, must access training slides through FDIC's external website (<https://www.fdic.gov/buying/goods/acquisition/index.html>, under the Miscellaneous section). Training is accomplished by reviewing the training slides, as specified below:

(1) Contractor Personnel with Unescorted Office/Facility Access.

Any personnel meeting the conditions of paragraph (b), with unescorted access to FDIC offices or facilities, must review the following:

Insider Threat and Counterintelligence Program Training
Workplace Security Training

The training must be accomplished within 30 days of receiving access to FDIC offices or facilities, and annually thereafter until contract performance is completed. The Oversight Manager must be notified of the completion of training, as specified in paragraph (d).

(2) Contractor Personnel with Access to Sensitive Information.

Any personnel meeting the conditions of paragraph (b), with access to sensitive information, must review the following:

Information Security and Privacy Awareness Training

The training must be accomplished prior to the individual's initial receipt of any sensitive information, and annually thereafter until contract performance is completed. (Reference paragraph (e) of clause 7.5.1-02 Protecting Sensitive Information). The Oversight Manager must be notified of the completion of training, as specified in paragraph (d).

(c) Contractor Personnel Involved in Activities Associated with Continuity of Operations.

Any key personnel or non-key personnel (of the Contractor or subcontractor) performing services in which the contract or the statement of work specifies activities associated with continuity of operations or disaster recovery, must access training slides through FDIC's external website (<https://www.fdic.gov/buying/goods/acquisition/index.html>, under the Miscellaneous section). Training is accomplished by reviewing the slides for the following:

Continuity of Operations Training

When applicable, based on the above criteria, this training is required regardless of whether the personnel do or do not have FDIC network access. The training must be accomplished within 30 days of starting work on the contract, and annually thereafter until contract performance is completed. The Oversight Manager must be notified of the completion of training, as specified in paragraph (d).

(d) Upon completion of reviewing the training slides, the Contractor must provide confirmation via email to the Oversight Manager. The email must contain the following:

- trainee's name and phone number;
- contract number;
- name of the Contractor (and subcontractor or consultant, if applicable), and
- date the training was completed.

The Contractor must keep a record of when the training was accomplished, and provide it to FDIC upon request. Failure to complete this training and provide email confirmations within the required timeframes may result in removal from the contract.

(e) Subcontracts. Contractor must include this clause in all its subcontracts to which the conditions and requirements described in this clause would apply. Contractor also must require its subcontractors (first-tier) to include this clause in any of their subcontracts (second-tier) to which the conditions and requirements of this clause would apply.

7.5.3-01 - Section 508, Information and Communication Technology (ICT) - March 2024

(a) Definition:

Information and Communication Technology (ICT) - Information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content.

(b) If this award is for the purchase, development, or maintenance of Information and Communication Technology (ICT), the items or services must, at the time of delivery, be in compliance with the following:

- 1) Section 508 of the Rehabilitation Act and the Architectural and Transportation Barriers Compliance Board's (Access Board's) Information and Communication Technology Standards and Guidelines (36 C.F.R. Part 1194) - <https://www.access-board.gov/ict/>;
- 2) FDIC regulation 12 C.F.R. § 352.5 - <https://www.fdic.gov/regulations/laws/rules/2000-50.html>; and
- 3) FDIC Directive 1370.07, Information and Communication Technology Accessibility Under Section 508 of the Rehabilitation Act of 1973, is the FDIC policy for implementation of Section 508. The directive is available on the FDIC website: <https://www.fdic.gov/buying/goods/acquisition/index.html>.

7.5.8-01 - Liability Insurance - September 2024

Contractor, before commencing work or permitting any subcontractor to commence work, shall procure and maintain the insurance listed below, at no expense to the FDIC. Should such insurance be cancelled, the FDIC shall have the right to procure such insurance and the cost thereof shall be deducted from monies then due or which thereafter become due to Contractor. Contractor may carry any additional insurance as it may deem necessary. Contractor shall not be deemed to be relieved of any responsibility by the fact that Contractor carries insurance.

(a) Worker's Compensation and Employer's Liability Insurance in accordance with the applicable laws of the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. The policy limit under the Employer's Liability Insurance

section shall not be less than One Hundred Thousand Dollars (\$100,000) for any one accident; and

(b) Comprehensive Bodily Injury and Property Damage Liability Insurance covering the work, the performance of the work and everything incidental thereto, with Bodily Injury (including death) and Property Damage limits of not less than Five Million Dollars (\$5,000,000) per occurrence combined single limit. This policy shall be endorsed to cover: Contractual liability coverage, completed operations coverage, and broad form property damage endorsement; and

(c) Automobile Public Liability and Property Damage Insurance, including coverage on owned, hired, and non-owned automobiles and other vehicles, if used in connection with the performance of the work, with Bodily Injury and Property Damage limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit; and

(d) Such other insurance as may be required elsewhere in the contract.

The FDIC shall be named as Additional Insured under Contractor's Comprehensive Bodily Injury and Property Damage Liability Insurance, and Automobile Public Liability and Property Damage Insurance coverage. Contractor's insurance shall be primary.

7.5.8-02 - Certificates of Insurance - July 2023

Contractor must provide to the Contracting Officer, no later than ten (10) calendar days after the date of execution, a Certificate of Insurance, identifying the required types of insurance and dollar limits. The Certificate of Insurance must include the following FDIC mailing address and reference the contract number:

Federal Deposit Insurance Corporation
Attention: Elisha Smith
via email at ellismith@fdic.gov
Reference: Contract No. TBD

Contractor must have its insurance carrier or carriers certify to the FDIC that all insurance required is in force, such certificates to stipulate that the insurance will not be cancelled or substantially changed without thirty (30) days prior notice by Certified Mail to the FDIC Contracting Officer.

Upon request of the Contracting Officer, Contractor must provide the FDIC with a binder or a copy of the original insurance policy.

7.5.14-01 - Disputes - June 2012

Except as otherwise provided in this award, any factual dispute arising under this award, which is not disposed of by agreement, will be decided by the Contracting Officer. The Contracting Officer must, within 60 days, decide the claim or notify the contractor of the date by which the decision will be made. The Contracting Officer will furnish the contractor with a copy of the written decision.

The decision of the Contracting Officer is final and conclusive unless the contractor submits a written request for appeal of the decision to the Division of Administration, Acquisition Services Branch (ASB), Deputy Director, within 60 days from receipt of the Contracting Officer decision. The ASB Deputy Director must, within 30 days, decide the

claim or notify the contractor of the date by which the decision will be made. The decision of the ASB Deputy Director is final and conclusive unless a court of competent jurisdiction finds the decision fraudulent, arbitrary and capricious, so grossly erroneous as to imply bad faith, or not supported by substantial evidence. The contractor has 180 days from the date of the ASB Deputy Director's decision to appeal to a court of competent jurisdiction.

Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal, if it requests. Pending final decision of a dispute, Contractor remains obligated to proceed diligently with the performance of the contract, in accordance with the Contracting Officer's decision.

Questions of law may be considered in deciding disputes under the process described above. However, consideration of questions of law by any administrative official, representative or board is not a final decision, and is not to be construed as one.

7.6.3-02 - Contractor Return, Destruction and Retention of FDIC Information - July 2017

(a) Definitions:

"FDIC Information" as used in this clause, includes all recorded information, regardless of form or characteristics, that is created for FDIC use or received by or on behalf of FDIC and delivered to, or falling under the legal control of the FDIC in connection with the transaction of public business by the FDIC or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the FDIC and because of the informational value of data in the recorded information.

The term FDIC information:

- (1) includes FDIC business records;
- (2) applies to information created, received, or maintained by Contractors pursuant to their FDIC contract; and
- (3) may include deliverables and documentation associated with deliverables.

(b) Maintenance of FDIC Information:

- (1) Contractor shall comply with all applicable records management laws, regulations, as well as all FDIC records retention policies, including policies associated with the safeguarding of information covered by the Privacy Act of 1974 (5 U.S.C. 552a).
- (2) FDIC Information is subject to FDIC policies, Federal laws, including, but not exclusively, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended and the Privacy Act of 1974 (5 U.S.C. 552a), as amended, and must be managed and scheduled for disposition only as permitted by statute or FDIC policy.
- (3) Contractor shall maintain and manage all FDIC Information in accordance with Federal laws and FDIC policies. Electronically stored information (ESI) and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the information.
- (4) The contractor is responsible for preventing the alienation or unauthorized destruction of FDIC Information, including all forms of mutilation. FDIC Information may not be destroyed except in accordance with the provisions of the FDIC records retention policies and with the written concurrence of the FDIC.

(c) Return, Destruction and Retention of FDIC Information

(1) Upon the conclusion of the contract by expiration, termination, cancelation or otherwise identified in the contract, FDIC Information and records in the possession or control of the contractor shall be returned or destroyed, as stated in the contract or as directed by the FDIC. The contractor shall execute destruction in accordance with the guidelines for media sanitization contained in the most current version of NIST SP 800-88, Guidelines for Media Sanitization, and submit to the Oversight Manager and Contracting Officer a certification thereof. Exceptions to the requirement that FDIC Information be returned or destroyed at the conclusion of the contract include the information addressed in clause 7.3.2-37 Audit of Records, and that addressed in paragraph (i).

(i) FDIC Information may be retained for a period after contract conclusion if such information is required to be retained by the contractor based on law and/or regulation. Upon award and throughout the period of the contract, the contractor shall notify the Contracting Officer and Oversight Manager in writing as soon as the contractor determines a law and/or regulation requires retention of information after contract conclusion.

(ii) If the contractor is required by law and/or regulation to retain FDIC Information after contract conclusion, the contractor agrees to do the following:

- (A) Identify the law or regulation requiring the retention and length of the retention period;
- (B) Maintain the FDIC Information in accordance with all security requirements of the contract;
- (C) Provide an inventory of all FDIC Information that will be retained after conclusion of the contract;
- (D) Notify the FDIC when the retention period has expired and follow FDIC instructions as to manner of destruction and/or return of the FDIC Information; and
- (E) Execute destruction in accordance with the guidelines for media sanitization contained in the most current version of NIST SP 800-88, Guidelines for Media Sanitization, and submit to the Oversight Manager and Contracting Officer a certification thereof.

(iii) If the conditions of paragraphs (i) apply and the contractor is authorized by the Contracting Officer to retain FDIC Information, the contractor agrees to comply with all contract provisions impacting security of the information during the period of retention, including, but not exclusively:

7.4.2-02 Off-site Processing and Storing of FDIC Information

7.5.1-01 Privacy Act

7.5.1-02 Protecting Sensitive Information

7.5.2-08 Risk Level Designation (Functional Responsibility)

7.5.2-10 Risk Level Designation (Labor Category)

All of the referenced clauses, to the extent included in the contract, along with the following clauses, shall survive conclusion of the contract:

7.3.1-03 Restriction on Disclosure of Information

7.3.1-15 Governing Law

7.3.2-37 Audit of Records

7.3.2-54 Cooperation with the Office of Inspector General

7.5.4-06 Rights in Data General

7.5.4-07 Rights in Data Special Works

7.5.4-08 Rights in Data Existing Works

7.5.8-01 Liability Insurance

7.5.8-05 Cost of Insurance

7.5.14-01 Disputes

(2) The requirements of this clause do not rescind the contractor's responsibility for compliance with other applicable Federal statutory or regulatory requirements that may apply to the contract.

(3) Retention of FDIC Information after contract conclusion is for the sole benefit of the contractor and shall be at no cost to the FDIC.

(4) During the period of retention of FDIC Information, the contractor shall only allow access to such information by individuals who continue to meet the requirements for access under the FDIC Contract.

(d) Subcontracts

Contractor must ensure this clause is included in all first-tier and lower tier subcontracts to which the conditions and requirements described in this clause would apply. The contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (subcontract) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to the contract.

7.6.7-01 - FDIC Property - July 2010

(a) Application. This clause applies to contracts entered into by the FDIC in which the FDIC furnishes property to the Contractor to be used in performance of the contract. All communications under this clause must be in writing.

(b) Delivery and Condition of Property.

(1) The FDIC will deliver property to the Contractor of the type (item, quantity, and description) provided for in the contract, at the specified time. If no delivery time is specified, the FDIC will deliver the property in sufficient time to enable Contractor to meet the contract's delivery or performance dates.

(2) If Contractor receives property from the FDIC in a condition not suitable for the intended use, Contractor must notify the Contracting Officer of the deficiencies, and request a price adjustment to the contract, if warranted. The Contracting Officer will direct the Contractor either to repair, modify, return or otherwise dispose of the property, at the FDIC's expense, and will make a price adjustment to the contract, if warranted, in accord with paragraph (g) below.

(3) If FDIC does not deliver property to Contractor on time, the Contracting Officer, upon Contractor's timely request, will determine the effect of the delay on Contractor's ability to perform and will make a price adjustment to the contract, if warranted, in accord with paragraph (g) below.

(c) Property Substitutions.

(1) The Contracting Officer may decrease the property provided by the FDIC or substitute other property, upon giving notice to the Contractor. The notice may direct the Contractor in the removal, shipment or disposal of FDIC property previously supplied; Contractor must promptly comply with the directions given.

(2) If the FDIC decreases the property or substitutes other property, the Contracting Officer, upon Contractor's timely request, will make a price adjustment to the contract, if warranted, in accord with paragraph (g) below.

(d) Title in FDIC Property.

(1) The FDIC retains title to all property it supplies to Contractor.

(2) The title to FDIC property remains in the FDIC regardless of its incorporation into or attachment to property not owned by the FDIC. FDIC property does not become a fixture or lose its identity as personal property by being attached to real property.

(3) Title to property acquired by Contractor for the FDIC under this contract vests in the FDIC when either it is first used in performance of this contract or the FDIC has paid for it, whichever occurs first.

(4) If this contract contains a provision directing Contractor to purchase material for which the FDIC will reimburse Contractor as a direct item of cost under this contract, then:

(i) Title to material purchased from a vendor passes to and vests in the FDIC upon the vendor's delivery of the material; and

(ii) Title to all other material passes to and vests in the FDIC upon

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the FDIC, whichever occurs first.

(e) Risk of Loss. Unless otherwise provided in this contract, Contractor assumes the risk of loss for any loss or destruction of, or damage to, FDIC property upon its delivery to Contractor or upon passage of title to the FDIC under paragraph (d). Contractor is not responsible for reasonable wear and tear to FDIC property or for FDIC property consumed in performing this contract.

(f) Property Administration.

(1) Contractor is accountable for all FDIC property provided under this contract.

(2) The FDIC property is for use in performing work for the FDIC under this contract only, unless the contract or the Contracting Officer permits otherwise. Contractor must maintain, repair, protect, and preserve FDIC property in its possession.

(3) If damage occurs to FDIC property for which FDIC has assumed the risk of loss, the FDIC will replace the items or direct Contractor to make repairs. If Contractor cannot effect repairs within the time specified, The Contracting Officer will direct Contractor on disposal of the property. The Contracting Officer will make a price adjustment in accord with paragraph (g) below, when the Contractor replaces or repairs any property for which the FDIC is responsible.

(4) Contractor represents that the contract price does not include any amount for replacement or repair of

property for which the FDIC is responsible.

(5) Contractor grants FDIC access, during business hours, to the premises in which FDIC property is located for the purpose of inspecting FDIC property.

(g) Price Adjustment. The right to a price adjustment is Contractor's exclusive remedy under this clause. The FDIC is not liable for breach of contract for:

- (1) Any delay in delivery of FDIC property;
- (2) Delivery of FDIC property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of FDIC property, or
- (4) Failure to repair or replace FDIC property for which the FDIC is responsible.

The procedures for price adjustments are those set out in the "Changes" clause. When appropriate, the Contracting Officer may initiate a price adjustment in favor of the FDIC.

(h) Final Accounting and Disposition of FDIC Property. Contractor must submit an inventory, in a format specified by the Contracting Officer, of all FDIC property (including any resulting scrap) not consumed in performing this contract or delivered back to the FDIC at completion of this contract, if required by the Contracting Officer.

Contractor must ship, deliver or dispose of FDIC property as directed by the Contracting Officer. The net proceeds from any disposal of FDIC property will be either credited to the contract price or paid to the FDIC, as the Contracting Officer directs.

FOR CONSTRUCTION CONTRACTS, PARAGRAPH (i) ALSO APPLIES:

(i) The FDIC will furnish to Contractor the property, if any, identified in the Contract to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished F.O.B. railroad cars at the place specified in the contract Schedule or F.O.B. truck at the project site. Contractor is required to accept delivery, pay any damage or detention charges, and unload and transport the property to the job site at its own expense. When the property is delivered, Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. Contractor shall also report in writing to the Contracting Officer within twenty-four (24) hours of delivery any damage or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of Contractor, unless otherwise indicated in this contract.

Section J - List of Attachments

The table below lists all of the attachments for Section J which start on the following page

Order of Appearance	Name
Attachments B-1	Pricing Schedule
Attachments C-1	Statement of Objectives
Attachments H-1	PreAward SCRM Info
Attachments M-1	LPTA

No attachments were added for this section.

Section K - Representations, Certifications and Other Statements of Offerors

No attachments were added for this section.

Clauses Incorporated By Reference

Clause #	Title	Date
7.3.1-03	Restriction on Disclosure of Information	July 2008

Full Text Clauses

7.1.3-04 - Certification Regarding Whistleblower Rights and Remedies - March 2024

The Contractor certifies to the following:

- (a) It is committed to protecting whistleblower rights and remedies under 41 U.S.C. § 4712.
- (b) It has informed and will continue to inform, or will inform during the course of this contract, its employees and any subcontractor and its employees, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712.

7.3.2-45 - Preamble to Contractor Representations and Certifications - March 2024

Contractors receiving awards from the FDIC are subject to the provisions of 12 Code of Federal Regulations Chapter III, Part 366, which may be found at: <http://www.fdic.gov/buying/goods/acquisition/index.html>. The representations and certifications set out in this solicitation must be completed by an official authorized to bind the offeror, and must be returned with its proposal. These representations and certifications concern matters within the jurisdiction of an agency of the United States, and the making of a false, fictitious, or fraudulent certification may render the offeror and certifying official subject to prosecution under 18 United States Code §§ 1001, 1007, and 1014. (For purposes of these certifications, the Federal Deposit Insurance Corporation (FDIC) is considered an agency of the United States only with respect to its rights and remedies under Title 18 of the United States Code). In addition, any misrepresentations or false, fictitious, or fraudulent certifications may render the offeror and the certifying official subject to administrative remedies available to the FDIC, which include suspension and/or exclusion from contracting, or termination of the contract (12 CFR 366.16; 12 CFR Part 367).

The offeror must provide notice to the Contracting Officer within 10 business days of discovery or at any time prior to contract award, if the contractor learns that one or more of its representations and certifications were erroneous when submitted or have become erroneous by reason of changed circumstances.

The signature of the offeror on the FDIC form 3700/55 constitutes the making of the applicable representations and certifications.

The applicable representations and certifications will be incorporated by reference into any contract awarded to the offeror pursuant to this solicitation.

PRIVACY ACT STATEMENT

The FDIC is authorized to request this information from you by 12 U.S.C. §§ 1819, and 1821. The purpose for collecting this information is to examine a contractor's eligibility for potential FDIC contract awards. Furnishing the requested information is voluntary, but failure to provide the requested information in whole or in part may delay or prohibit you from receiving an FDIC contract. The information provided by individuals is protected by the Privacy Act, 5 U.S.C. 552a. The information you provide may be provided to appropriate Federal, state, local or foreign law enforcement authorities; to a court, administrative tribunal, or a party in litigation; to contractors, agents and other third parties as authorized by law; and in accordance with any of the other routine uses described in the FDIC Financial Information System (30-64-0012) System of Records available at www.fdic.gov/about/privacy. If you have questions or concerns about the collection or use of the information, you may contact the FDIC's Chief Privacy Officer at Privacy@fdic.gov.

7.3.2-46 - Integrity and Fitness Representations and Certifications - March 2024

Answer all questions and fill in the information asked for.

The offeror certifies to the following:

I. IDENTIFYING INFORMATION:

(a) Type of Organization

The contractor operates as ☐ an individual, ☐ a State or local agency, ☐ a partnership, ☐ a joint venture, ☐ a nonprofit organization, ☐ an educational institution, ☐ a corporation organized and existing under the laws of the state of _____.

(b) Parent Information

The contractor ☐ is ☐ is not owned or controlled by a parent company. If it is, complete the blanks below and include an organizational chart of parent company:

NAME OF PARENT COMPANY _____

UNIQUE ENTITY IDENTIFIER (UEI) NUMBER _____

ADDRESS _____

CITY _____ STATE _____

ZIP CODE _____

(c) Joint Venture Information

The contractor ☐ is ☐ is not a joint venture. If contractor is a joint venture, complete the information below.

NAME OF JOINT VENTURE PARTNER _____

JV PARTNER'S UEI NUMBER _____

JV'S UEI NUMBER (If different) _____

ADDRESS _____

CITY _____ STATE _____

ZIP CODE _____

Has a Joint Venture Agreement been executed? ☐ Yes, ☐ No (If yes, attach Agreement.)

(d) Subcontractor Information

The contractor ☐ will ☐ will not use subcontractors in the performance of the contract. If it will, complete the information below.

NAME OF SUBCONTRACTOR _____

UEI NUMBER _____

ADDRESS _____

CITY _____ STATE _____

ZIP CODE _____

NAME OF SUBCONTRACTOR _____

UEI NUMBER _____

ADDRESS _____

CITY _____ STATE _____

ZIP CODE _____

NAME OF SUBCONTRACTOR _____

UEI NUMBER _____

ADDRESS _____

CITY _____ STATE _____

ZIP CODE _____

(If additional space is necessary, attach separate sheets.)

II. PART 366 INTEGRITY AND FITNESS

a) Unique Terms

Unique terms used in these representations and certifications are described in 12 CFR Part 366 as follows:

(1) Conflict of interest occurs when a contractor, any entity that owns or controls a contractor, or any entity the contractor owns or controls:

(i) Has a personal, business, or financial interest or relationship that relates to the services performed under the contract; or

(ii) Is a party to litigation against the FDIC, or represents a party that is; or

(iii) Submits an offer to acquire an asset from FDIC for which services were performed during the past three years, unless the contract allows for the acquisition.

(2) Ownership or control:

(i) The president or chief executive officer has control of an organization.

(ii) A partner in a small law firm has ownership or control. A partner in a large multinational law firm may not have ownership or control.

(iii) A general partner of a limited partnership has control. Ownership or control exists when there is an interest of twenty five percent (25%) or more in a limited partnership.

(iv) Ownership or control is evidenced by the:

1. Power to vote, directly or indirectly, 25% or more interest of any class of voting stock of a company;
2. Ability to direct in any manner the election of a majority of a company's directors or trustees; or
3. Ability to exercise a controlling influence over the company's management and policies.

(3) Default on a material obligation occurs when a loan or advance with an outstanding balance of more than \$50,000 is or was delinquent for ninety (90) days or more.

(4) FDIC-insured depository institution includes any bank or savings association the deposits of which are insured

by the FDIC.

(5) Management official includes any shareholder, employee, or partner who controls a company and any individual who directs the day-to-day operations of a company. With respect to a partnership whose management committee or executive committee has responsibility for the day-to-day operations of the partnership, management official includes a member of such a committee but, if no such committee exists, management official includes each of the general partners.

(6) Pattern or practice of defalcation regarding obligations:

A pattern or practice of defalcation under 12 CFR section 366.3(c) exists when the contractor, any person that owns or controls the contractor, or any entity the contractor owns or controls has a legal responsibility for the payment on at least two obligations that are:

- (i) To one or more FDIC-insured depository institutions;
- (ii) More than ninety (90) days delinquent in the payment of principal, interest, or a combination thereof; and
- (iii) More than \$50,000 each.

(7) Person includes an individual, corporation, partnership or other entity with a legally independent existence.

(8) Substantial loss to Federal deposit insurance fund:

A substantial loss to a Federal deposit insurance fund under 12 CFR section 366.3(d) exists when the contractor, or any person that owns or controls the contractor, or any entity the contractor owns or controls has:

- (i) An obligation to us that is delinquent for ninety (90) days or more and on which there is an outstanding balance of principal, interest, or a combination thereof of more than \$50,000;
- (ii) An unpaid final judgment in our favor that is in excess of \$50,000, regardless of whether it becomes discharged in whole or in part in a bankruptcy proceeding;
- (iii) A deficiency balance following foreclosure of collateral on an obligation owed to us that is in excess of \$50,000, regardless of whether it becomes discharged in whole or in part in a bankruptcy proceeding; or
- (iv) A loss to us that is in excess of \$50,000 that we report on IRS Form 1099-C, Information Reporting for Discharge of Indebtedness.

(b) Representations as to Eligibility (12 CFR 366.3)

To the best of the contractor's knowledge:

(1) Has the contractor been convicted of a felony?

☐ Yes ☐ No (If yes, explain below.)

(2) Has the contractor been removed from or prohibited from participating in the affairs of an FDIC-insured depository institution because of a Federal banking agency action?

☐ Yes ☐ No (If yes, explain below.)

(3) Has the contractor demonstrated a pattern or practice of defalcation regarding obligations?

☐ Yes ☐ No (If yes, explain below.)

(4) Is the contractor responsible for a substantial loss to a Federal deposit insurance fund?

☐ Yes ☐ No (if yes, explain below.)

As used herein, "pattern or practice of defalcation" is described in 12 CFR 366.4 and "a substantial loss to a Federal deposit insurance fund" is described in 12 CFR 366.5 both are reproduced in Part II(a) of these representations and certifications for your convenience.

(c) Representations as to Conflicts of Interest (12 CFR 366.9)

Answers to the following four (4) questions regarding conflicts of interest are provided for the contractor, its officers, directors, any management officials, any persons that own or control you or you own or control; and any employees, agents, or subcontractors who will perform services under the contract:

(1) Do any such person(s) have a personal, business, or financial interest or relationship that relates to the services you perform under the contract?

☐ Yes ☐ No (if yes, explain below.)

(2) Are any such person(s) a party to litigation against us, or represent a party that is?

☐ Yes ☐ No (if yes, explain below.)

(3) Are any such person(s) submitting an offer to acquire an asset from us for which services were performed

during the past three years, unless the contract allows for the acquisition?

☐ Yes ☐ No (if yes, explain below.)

(4) Does the contractor recognize that it generally may not later purchase assets it will manage under this contract and performance of this contract may disqualify the contractor from follow-up work where information obtained in the performance of the contract gives the contractor an unfair competitive advantage?

☐ Yes ☐ No (if no, explain below.)

If the contractor cannot certify that there are no conflicts of interest, it may describe the circumstances of any conflicts and request a waiver in accordance with 12 CFR 366.10 or propose a method for the elimination of the conflict.

(d) Representations as to Defaults (12 CFR 366.14(b))

Has the contractor or any company under the contractor's control defaulted on a material obligation during the five (5) years preceding the submission of this offer?

☐ Yes ☐ No (If yes, attach a description of all such instances.)

A "default on a material obligation" occurs when a loan or advance with an outstanding balance of more than \$50,000 is or was delinquent for ninety (90) days or more.

(e) Representations as to Employees and Subcontractors (12 CFR 366.14(d))

Does the contractor agree that without a waiver, it will employ only persons who meet the requirements of 12 CFR Part 366 to perform services on behalf of FDIC?

☐ Yes ☐ No (If no, explain below.)

III. RETENTION OF INFORMATION

A contractor must retain the information upon which it relied in preparing its integrity and fitness representations and making its certifications during the term of the contract and for a period of three (3) years following the termination or expiration of the contract, and make such information available for review by FDIC upon request.

7.3.2-47 - Additional Information - Representations, Certifications and Other Statements of the Offeror - March 2024

The offeror must complete the Section K, Representations, Certifications and Other Statements of the Offeror, and submit them with its proposal in a section entitled "Additional Information". Do not retype the Representations and Certifications; simply complete and return the signed original. Should there be any material change that affects the accuracy of the information in the Representations and Certifications after they have been submitted, the offeror must file new Representations and Certifications with the FDIC.

7.3.2-48 - Certification of Registration in System for Award Management (SAM) - March 2014

(a) The offeror certifies that it is registered in the System for Award Management (SAM) at <https://www.sam.gov>, and that all information in SAM is correct, including its socio-economic status.

☐ Yes ☐ No

An offeror that marks "No" must also complete the certification in paragraph (b).

(b) The offeror certifies that it is in the process of registering in the System for Award Management (SAM) at <https://www.sam.gov>, and will enter correct information in SAM, including its socio-economic status.

☐ Yes ☐ No

(c) The socio-economic groups in SAM are as follows:

- Women-Owned Business
- Minority-Owned Business
- Small Disadvantaged Business

For Minority-Owned Businesses, the ethnic/racial categories are as follows:

- Asian-Pacific American Owned
- Subcontinent Asian (Asian-Indian) American Owned
- Black American Owned
- Hispanic American Owned
- Native American Owned
- Other than one of the preceding

7.3.2-49 - Small Business Representation - June 2011

(a) NAICS code and size standard:

(1) The North American Industry Classification System (NAICS) code for this acquisition is identified on the cover page of the solicitation.

(2) The small business size standard is 150 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a

construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representation.

(1) This acquisition is not a Small-Business Set-Aside. However, for general statistical purposes, the offeror represents as part of its quote or offer that it [] is, [] is not a small business concern.

7.3.2-50 - Certificate of Independent Price Determination - July 2023

(a) The offer certifies that:

(1) The prices in this proposal have been arrived at independently, without, for the purposes of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this proposal have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a proposal for the purpose of restricting competition.

(b) Each signature on the proposal is considered to be a certification by the signatory that the signatory:

(1) Is the person in the offeror's organization responsible within that organization for determining the prices being offered in this proposal, and that the signatory has not participated and will not participate in any action contrary to (a)(1) through (a)(3) above, or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, certifies that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) A proposal will not be considered for award where (a)(1), (a)(3) or (b) above has been deleted or modified. If the

offeror deleted or modifies (a)(2) above, the offeror must furnish with its proposal a signed statement setting forth in detail the circumstances of the disclosure.

7.3.2-51 - Contingent Fee Representation - July 2023

The offeror represents that except for full-time bona fide employees working solely for the offeror, the offeror (a) [] has [] has not employed or retained any person or company to solicit or obtain this contract; and (b) [] has [] has not paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract. The offeror agrees to provide information relating to this Representation as requested by the Contracting Officer when either (a) or (b) herein is answered affirmatively. As used herein, "bona fide employee" means a person employed by an offeror or contractor and subject to the offeror's or the contractor's supervision and control as to time, place and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain FDIC contracts nor holds out as being able to obtain any FDIC contract or contracts through improper influence.

7.3.2-55 - Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions - July 2023

(a) Definitions. As used in this provision - "Lobbying contact" has the meaning provided at 2 U.S.C. § 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in clause 7.3.2-58 entitled "Limitation on Payments to Influence Certain Federal Transactions".

(b) Prohibition. The prohibition and exceptions contained in clause 7.3.2-58 entitled "Limitation on Payments to Influence Certain Federal Transactions" are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. § 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7.3.2-67 - Representation by Corporations Regarding an Unpaid Delinquent Federal Tax Liability - April 2016

(a) FDIC may not enter into a contract with any corporation that -

Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have

been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that -

It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(Authority: Section 744 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235)).

7.3.2-70 - Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation - March 2024

(a) Definitions. As used in this provision-

Internal confidentiality agreement or statement, subcontract, and subcontractor, are defined in the clause at 7.3.2-79, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds to enter into contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

7.3.2-76 - Covered Telecommunications Equipment or Services-Representation - April 2021

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 7.1.2-02, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) Representation.

(1) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the FDIC in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

7.3.2-77 - Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment - April 2021

The Offeror shall not complete the representation at (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 7.3.2-76, Covered Telecommunications Equipment or Services-Representation. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 7.3.2-76.

(a) Definitions. As used in this provision—

“Backhaul”, “covered telecommunications equipment or services”, “critical technology”, “interconnection arrangements”, “reasonable inquiry”, “roaming” and “substantial or essential component” have the meanings provided in clause 7.1.2-02, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to -

(i) Prohibit the Chairman of FDIC or designee from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the Chairman of FDIC or designee from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) Representation.

(1) The Offeror represents that it ☐ will, ☐ will not provide covered telecommunications equipment or services to the FDIC in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

7.5.12-06 - Trade Agreements Certificate - May 2018

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products:

LINE ITEM NO. COUNTRY OF ORIGIN

_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The FDIC will evaluate offers in accordance with the policies and procedures of the Trade Agreements Act. For line items covered by the WTO GPA, the FDIC will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

Section L - Instructions, Conditions, and Notices to Offerors

No attachments were added for this section.

Clauses Incorporated By Reference

Clause #	Title	Date
7.3.1-01	Disposition of Submitted Material	July 2008
7.3.1-02	System for Award Management	March 2014
7.3.1-04	Solicitation Requirements, Terms and Conditions	July 2008
7.3.1-07	Proprietary Information	July 2008
7.3.1-08	Amendments, Extensions, and Cancellations	July 2008
7.3.2-02	References to Time	July 2008
7.3.2-07	Submission of Offers in the English Language and in U.S. Currency	July 2008
7.3.2-08	Award of Contract - Competitive	July 2008
7.3.2-14	Non-Responsive Proposals	July 2008
7.3.2-28	Late Proposals, Modifications of Proposals, and Withdrawals of Proposals	July 2008
7.3.2-30	Rejecting Proposals/Waiving Informalities	July 2008

Full Text Clauses

7.0.1-01 - Solicitation Provision Incorporated by Reference - July 2023

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The full text of a solicitation provision is available in Module 7 of the document entitled Acquisition Procedures and Guidance Manual (APGM), which may be accessed electronically at the FDIC website: <https://www.fdic.gov/buying/goods/acquisition/index.html>.

7.1.2-03 - Pre-Award Supply Chain Risk Management (SCRM) Information - March 2024

(a) FDIC Supply Chain Risk Management (SCRM) personnel will conduct a SCRM Review prior to the Contracting Officer making award(s). To facilitate the SCRM Review, the offeror must provide the following information in a separate Volume:

For each good/software/service, identify:

Part Number

Name of good/software/service

Model or Version Number

Model or Version Name

*Offeror's Status as Manufacturer or Supplier

Name and address(es) of Manufacturer

Name and address(es) of Subcontractors

* Provide status as one of the following required categories: Original Equipment Manufacturer (OEM), Aftermarket Manufacturer (AM), or Authorized Supplier based on the definitions below. Failure to provide status as one of these three categories may result in ineligibility for award.

Definitions:

"Original Equipment Manufacturer (OEM)" - An OEM is the organization which owns the design and/or engineers the goods and has the intellectual property rights. An OEM typically provides a warranty for the goods that includes not only replacement (or replacement cost) but also further assistance such as failure analysis, reviewing reliability data, and other support. The OEM typically has complete control over the entire production process, to include its supply chain.

"Aftermarket Manufacturer (AM)" - An AM has obtained the rights from the OEM to produce and sell replacement goods, usually due to the discontinuance of the product by the OEM while a demand remains. The AM may have intellectual property rights as well; the relationship with the OEM is typified by a legal arrangement. Warranty support is equivalent to that of the OEM.

"Authorized Supplier" - OEMs and AMs usually sell goods through an authorized supply chain. An authorized supply chain can include authorized distributors or resellers, franchised distributors, sales representatives, etc. All of the suppliers obtain goods directly from the OEM or another authorized supplier, with a contractual agreement to do so. In an authorized supply chain, the original/aftermarket manufacturer will honor the complete warranty.

(b) The offeror must include the information addressed in paragraph (a) in a separate volume of the quote/proposal, with a cover page that identifies the solicitation number, the offeror's name, and any other information the offeror believes may support its status as a manufacturer or supplier.

(c) The identification of unacceptable supply chain risk will result in ineligibility for award. As defined in clause 7.1.2-04, Reporting Requirements for Supply Chain Events Involving Hardware, Software, and Services, supply chain risk is the risk that any person may sabotage, maliciously introduce unwanted functionality, extract data, or otherwise manipulate the design, integrity, manufacturing, production, distribution, installation, operation, maintenance, disposition, or retirement of covered articles so as to surveil, deny, disrupt, or otherwise manipulate the function, use or operation of the covered articles or information stored or transmitted by or through covered articles.

(d) The FDIC may communicate with individual offeror(s) about their SCRM Volume and may request supplementation of offeror(s) SCRM Volume(s) at any time prior to award. Such communications and SCRM supplementation do not constitute discussions.

7.1.3-01 - Post-Government Employment Certification (Pre-Award) - May 2009

Any former Federal Deposit Insurance Corporation (FDIC) or Resolution Trust Corporation (RTC) employee who the offeror proposes to use in performance of work under the contract or its subcontracts must complete the post-government employment certification found at FDIC website

<https://www.fdic.gov/buying/goods/acquisition/index.html>. The offeror shall submit the certification(s) in the volume of its proposal entitled "Additional Information". The certification(s) of the successful offeror will be reviewed by the FDIC Legal Division Ethics Unit to determine compliance with post-government employment restrictions. The former employee may be required to provide additional information as to their position and responsibilities while employed at FDIC or RTC and as a post-government employee working on the FDIC contract or subcontract.

7.3.1-06 - Identification and Delivery of Proposals - September 2024

The proposal due date under this RFQ is April 16, 2025 by 1:00 p.m., local time of the FDIC office issuing this solicitation. Proposals received after that date and time, may be returned without any review by the FDIC.

Please submit Quotation (Pricing Schedule B) including a time of delivery or delivery schedule, Section K (Reps and Certs), Amendments, and Software License, Maintenance and or Support Agreements to Ellisha Smith via email at ellismith@fdic.gov, referencing the solicitation number and including the name of your company, address and telephone number, and the name of a point of contact.

Also, vendors shall complete and submit provision 7.3.2-49 Small Business Representation (June 2011), Section K, Representations, Certifications, and Other Statements of Offerors, of this solicitation. If applicable, complete and submit 7.1.3-1 - Post-Government Employment Certification (Pre-Award) - May 2009 (see Section L).

This solicitation does not commit the FDIC to award any contract or to pay any cost incurred related to the information requested, subsequent negotiations, etc. It is also the vendor's responsibility to inform the FDIC of any present, pending, or possible future conflict of interest.

Any exceptions to the terms and conditions of the solicitation should accompany the Price Quotation and Small Business Representation. Each exception must be identified specifically, by reference to the paragraph or part of the solicitation to which exception is taken. Provide rationale in support of the exception and fully explain the impact it has, if any, on performance, schedule, and price. Failure to comply with the terms and conditions of the solicitation may result in the vendor being removed from consideration for award.

Failure to comply with the terms and conditions of the solicitation may result in the vendor being removed from consideration for award.

7.3.2-01 - Description of Goods or Services - July 2008

The FDIC is requesting proposals from offerors to perform the following activities: The purchase of CISCO hardware/software and support services. The term "proposal" as may be used in this document refers to the written offer, written information, and pricing information. Each of the elements is further described in Section L, Instructions, Conditions, and Notices to Offerors, of this solicitation.

7.3.2-06 - Questions Regarding Solicitation - July 2023

The FDIC will respond to questions or requests for clarification, submitted in writing by an offeror, regarding this solicitation. Questions or requests for clarification can be submitted to Elisha Smith at ellismith@fdic.gov by March 17, 2025 at 10 am.

Questions and their answers to this solicitation will be posted in the form of an Amendment on the SAM.gov website.

7.3.2-09 - General Proposal Instructions - December 2023

(a) This solicitation does not commit the FDIC to award any contract, to pay any cost incurred related to proposal submission, oral presentation, or any subsequent negotiations. It is also the offeror's responsibility to inform the FDIC of any present, pending or possible future conflict of interest.

(b) Because the FDIC expects to receive and analyze a large volume of data in selection of the successful offeror, Quotes shall be made strictly in accordance with the proposal format set forth herein. Failure to comply with the terms and conditions of this solicitation may result in the offeror being removed from consideration for award.

(c) The quote shall have a cover page that identifies: (1) the offeror's name, address, telephone, fax numbers and the name of its contact person regarding the solicitation; (2) the solicitation number.

(d) Exceptions taken to the terms and conditions of the solicitation, including the attachments, must be identified and fully described in a "Additional Information" volume of your quote. Each exception must be identified specifically, by reference to the paragraph or part of the solicitation to which exception is taken. Provide rationale in support of the exception and fully explain the impact it has, if any, on performance, schedule, and price. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award.

7.3.2-11 - Pricing Proposal (Firm-Fixed-Price) - November 2023

(a) Pricing Schedule. Offerors shall complete and submit the Pricing Schedule provided as Attachment B to this solicitation. Prices must be submitted to the nearest cent. Instructions for completing the Pricing Schedule are provided in Attachment B.

(b) Travel costs will not be reimbursed separately; factor travel costs into the firm fixed price you propose.

(c) Sales Tax Exemption. FDIC is a Federal Government corporation and is exempt from State sales tax. Therefore, it is not required to pay sales tax on invoices submitted to it and, if included, the amounts will be deducted from the total amount invoiced.

(d) The FDIC will evaluate the financial capability of the potential awardee on a "pass/fail" basis after assessing its Dun & Bradstreet report or, if requested, its bank reference and certified financial statements.

7.3.2-13 - Effective Period of Offer - July 2008

The proposal shall be signed by an authorized officer of the company who can commit the offeror, and shall include a statement that the offer is valid for a period of not less than 120 days, unless withdrawn by written notice to the Contracting Officer.

7.5.2-01 - Background Investigation Questionnaires - January 2023

Background Investigation Questionnaires.

Pre-Award

During the pre-award period, after proposals have been submitted, the offeror shall enter information into FDIC's Enterprise Workforce Solution (eWORKS), when or if directed by the Contracting Officer or upon the offeror's receipt of an email from the eWORKS System Administrator. eWORKS is a tool that automates the background investigation process for new applicants and contractors. The information submitted in eWORKS must be accurate and complete so as not to delay the investigation and evaluation process. For reference, the required information for eWORKS is contained in the following forms:

For the Contractor:

- Background Investigation Questionnaire for Contractors (FDIC 1600/07).

For all Key Personnel that will work on-site and have unescorted access to FDIC offices or facilities, have access to FDIC networks/systems, or have access to sensitive information:

- Background Investigation Questionnaire for Contract Personnel and Subcontractors (FDIC 1600/04); and
- Notice and Authorization Pertaining to Consumer Reports (FDIC 1600/10).

All three of the above documents are available at the FDIC website: <https://www.fdic.gov/about/doing-business/acquisition/index.html>

Post-Award

The successful offeror must comply with additional background investigation requirements, as set forth in clause 7.5.2-03, Background Investigations.

Section M - Evaluation Factors for Award

Attachments for this section start after the clauses.

Clauses Incorporated By Reference

Clause #	Title	Date
No reference clauses were found for this section.		

Full Text Clauses

7.3.2-22 - Evaluation of Pricing - August 2022

Price proposals will be evaluated with respect to completeness, reasonableness, and, as appropriate, realism. The Contracting Officer may also evaluate the Overall Evaluated Price (OEP) for each offeror.

Completeness. Offerors must submit their proposed prices in accordance with the Pricing Schedule. Offerors must submit fully loaded rates, as applicable. Offers failing to propose a price for all mandatory labor categories or items may receive no further consideration and may be eliminated.

Reasonableness. FDIC will evaluate prices using one or more of the following techniques.

- (a) Comparing the proposed prices to those of other offerors.
- (b) Comparing the proposed prices to FDIC's independent estimate and those in other FDIC contracts.
- (c) Comparing the proposed prices to the prices in the company's GSA Schedule or commercial price list.

Prices that are extreme (i.e., too high) may be judged unreasonable.

Realism. Technical elements of price (e.g., the number and qualifications of personnel, material or travel quantities) that do not reflect a clear understanding of requirements, are too low, or are otherwise inconsistent with an offeror's technical proposal may be considered unrealistic.

Overall Evaluated Price (OEP): The OEP will be computed based on the total of the following:

- (a) The offeror's proposed labor rates or item pricing for each category multiplied by the specified level of effort or extended unit pricing as appropriate.

7.3.2-23 - Evaluation of Financial Capability - July 2008

The FDIC will evaluate the financial capability of the potential awardee(s) on a "pass/fail" basis.

Attachment M-1**Lowest Price Technically Acceptable (LPTA) – Evaluation Methodology**

(a) FDIC may award a contract to the responsive offer which is technically acceptable and has the lowest price.

(b) After receipt and evaluation of proposals, FDIC may award a contract to the responsive offer which is technically acceptable and has the lowest price. Technical Acceptability will be determined by the offer meeting FDIC's minimum technical requirement.

Minimum Technical Requirements:

- Offeror must provide ALL items with matching Part Numbers in Section B - Price Schedule.

- Offeror must be an Authorized Reseller/Partner of CISCO.

(c) Proposals will be evaluated as either "acceptable" or "unacceptable". If the offer cannot meet the minimum technical requirements. The offer will be deemed "unacceptable". There is no evaluation benefit to a proposal that exceeds a minimum requirement.